

Kulschinsky, Edward

From: Belser, Evan
Sent: Tuesday, September 23, 2014 10:39 AM
To: [REDACTED]
Subject: RE: RE: Call with Evan Belser [REDACTED]

[REDACTED]

I just want to reiterate my interest in seeing a full or redacted copy of the Gobel letter that started all this.

Please let me know.

Evan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Belser, Evan
Sent: Tuesday, September 23, 2014 10:04 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: RE: Call with Evan Belser [REDACTED]

Receipt confirmed. Thank you for explaining the broader context in our call yesterday.

Regards,
Evan

Evan Belser
Attorney Adviser
Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
202-564-6850
belser.evan@epa.gov

Mailing Address for USPS:
1200 Pennsylvania Avenue, N.W.
Mail Code 2242A
Washington, D.C. 20460

Mailing Address for other carriers:
1200 Pennsylvania Avenue, N.W.
William Jefferson Clinton Federal Building Room 1142C
Washington, D.C. 20004

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Belser, Evan
Sent: Tuesday, October 14, 2014 10:33 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Receipt confirmed. Thanks [REDACTED]. Nov 5 may not work for me; I have tentative travel plans the second half of that week. Currently, I could meet that Monday or Tuesday (Nov 3-4), and most of the following week.

Would you like to me have someone from DOJ's Law and Policy Section (oversee citizen suit matters) attend? If so, we'll need to consider that person's schedule.

Thanks,
Evan

Evan Belser
Acting Chief, Mobile Source Enforcement Branch
202-564-6850

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Belser, Evan
Sent: Wednesday, November 05, 2014 5:14 PM
To: Guerry, William M.
Subject: Re: Meeting with Deere during the week of Nov. 10th

DOJ and I are available Monday 11/17 at 2pm. Work?

Thanks,
Evan

On Nov 4, 2014, at 11:02 AM, Guerry, William M. <WGuerry@KelleyDrye.com> wrote:

Evan. November 13 works for Deere. What time? How about around 2 pm?
Have you received the citizen suit letter from the Gobel law firm? Thanks Bill

Sent from my iPad
Please excuse typos

On Oct 30, 2014, at 5:21 PM, "Guerry, William M." <WGuerry@KelleyDrye.com> wrote:

Evan. Thanks for your email. Yes it would make sense to include DOJ. I will get back to you this week on those dates which should work. Bill

Sent from my iPhone
Cell (301) 318-8719
Office (202) 342-8858
Please excuse typos

On Oct 30, 2014, at 2:36 PM, Belser, Evan <Belser.Evan@epa.gov> wrote:

Bill,
As we've discussed, I think it makes sense for DOJ to attend this meeting. I've asked Leslie Allen and David Gualtieri to attend (same pair from that case last year). They are not available Nov 14. However all three of us are generally available on Nov 13 and 17 (afternoon). Would that work for you and Deere?
Evan

From: Guerry, William M. [<mailto:WGuerry@KelleyDrye.com>]
Sent: Monday, October 20, 2014 11:12 AM
To: Belser, Evan
Cc: Davis Taylor
Subject: RE: Meeting with Deere during the week of Nov. 10th
[Thanks Evan](#)

William M. Guerry | Kelley Drye & Warren LLP
Washington Harbour, Suite 400

3050 K Street, NW, Washington, DC 20007-5108
202.342.8858 | wguerry@kelleydrye.com
www.kelleydrye.com

From: Belser, Evan [<mailto:Belser.Evan@epa.gov>]
Sent: Monday, October 20, 2014 11:08 AM
To: Guerry, William M.
Cc: Davis Taylor
Subject: RE: Meeting with Deere during the week of Nov. 10th
I am available then, and have reserved a conference room. I will check availability of others on my end at that time.
Evan

From: Guerry, William M. [<mailto:WGuerry@KelleyDrye.com>]
Sent: Saturday, October 18, 2014 8:04 AM
To: Belser, Evan
Cc: Davis Taylor
Subject: Re: Meeting with Deere during the week of Nov. 10th
Evan. Thanks for your response. Can we please schedule this meeting for around 10 or 11 on the morning of November 14th?
Thanks Bill

Sent from my iPad
Please excuse typos

On Oct 16, 2014, at 3:50 PM, "Belser, Evan"
<Belser.Evan@epa.gov> wrote:

Receipt confirmed. Thank you for this information. I am generally available the week of Nov 10, and am checking availability of one or more colleagues I'd like to attend. I will be in touch with availability soon.

Regards,
Evan
Evan Belser
Acting Chief, Mobile Source Enforcement Branch
202-564-6850

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Belser, Evan
Sent: Thursday, November 13, 2014 5:53 PM
To: Guerry, William M.
Cc: 'Davis Taylor'; 'Steenlage Keith E'; Austrian, Mark L.; Wilmarth, Catherine
Subject: RE: Deere Meeting on Monday

We are confirmed for Monday at 1:30 pm here at EPA Headquarters.

Attending for the EPA will be Jacqueline Robles Werner (Associate Director, Air Enforcement Division), Ross Ruske (Senior Engineer), and myself. Attending for DOJ will be Leslie Allen (Senior Counsel, Env'tl Enforcement Section) and David Gualtieri (Senior Counsel, Law and Policy Section).

Note that my building now is subject to Real ID requirements, which means that drivers licenses from certain states are not sufficient to gain entry (namely, American Samoa, Arizona, Louisiana, Maine, Minnesota, New York, Oklahoma, and Washington ; details at <http://www.dhs.gov/real-id-enforcement-brief>).

Thank you for providing the additional information. I see that you've claimed it to be CBI [REDACTED]
[REDACTED]. We will treat it as such under 40 CFR Part 2.

Regards,
Evan

Evan Belser
Acting Chief, Mobile Source Enforcement Branch
202-564-6850

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GOBEL

FLAKES, LLC

ATTORNEYS AT LAW

189 South Orange Avenue, Suite 1430

Orlando, Florida 32801

Phone: (407) 455-5165

Fax: (407) 455-5166

Dale T. Gobel
Valencia Percy Flakes
Jeffrey G. Regenstreif
Lori Kemp Ostlie
Amy N. Breazeale

*Thomas J. Slogar
Miguel R. Acosta
C. Jason Grundorf
Heather C. Truitt
*Of Counsel

November 7, 2014

Administrator Gina McCarthy
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Re: Notice of Intent to Sue John Deere for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, Jim Rennison, intends to file a citizens' suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against Deere & Company, commonly referred to by its brand name as John Deere, and its affiliated entities (together "John Deere") for numerous violations of the CAA.

John Deere is an American corporation that manufactures agricultural, construction, turf and forest machinery, diesel engines, drivetrains used in heavy equipment, and lawn care equipment. John Deere is headquartered in Moline, Illinois but has divisions, marketing centers, distribution centers, and support offices all over the world. John Deere is the largest agricultural machinery company in the world and is listed on the New York Stock Exchange under the symbol "DE." It markets itself as a company that safeguards the environment, a reputation from which it naturally benefits. For example, John Deere asserts on its company website that "when investing in new products, approaches, or technologies, [it gives] preference to those that have the most favorable environmental impact." See John Deere, http://www.deere.com/wps/dcom/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page (last visited November 5, 2014). Unfortunately, it appears that while John Deere promotes itself as environmentally friendly, it does not meet all of its obligations under the CAA.

I. LEGAL AUTHORITY

Section 304 of the CAA allows “any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation.” 42 U.S.C. §7604(a). These are commonly referred to as “citizen suits.” An “emission standard or limitation” is defined to include “a schedule or timetable of compliance, emission limitation, standard of performance or emission standard” or “any permit term or condition, and any requirement to obtain a permit as a condition of operations.” 42 U.S.C. § 7604(f)(1)-(4).

Mr. Rennison will set forth facts in his citizen suit evidencing that John Deere has repeatedly violated and is presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the complaint that will be filed in the U.S. District Court for the Middle District of Florida. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. John Deere is potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation.

John Deere is a “manufacturer” as defined under the CAA, including 42 U.S.C. § 7550(1), 40 C.F.R. §§ 1051.801, 1054.801, and 1068.30. John Deere has the Verify Identifier JDX for its large displacement non-road diesel engines. Where John Deere utilizes a third party engine in its products, the third party supplier is also responsible for ensuring John Deere complies with the law. However, John Deere may not seek to be indemnified by its suppliers for CAA violations under the relevant case law. *See, e.g., United States v. J & D Enterprises of Duluth*, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

II. OVERVIEW OF CITIZEN SUIT

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. *See also* 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations (“CFR”) specify the mode of communication of the Environmental Control System (“ECS”) components warranty, its content, and duration requirements for on-road and off highway (to include marine compression ignition) engines. The CFR also contains requirements

for reporting emission defects based upon certain defect thresholds.

Our review of John Deere's warranties on several of its products and its defect reporting on certain recalls has revealed that they are not fully compliant with the Clean Air Act regulations. Below we have detailed the most significant violations that we have discovered.

A. Emission Warranty Violations of the CAA Regulations

1. John Deere's emission warranties are not consistently or adequately contained within the owner's manuals as required by the regulations (including §§ 1039.120, 1054.120 and 1042.120). The following John Deere products lack an emission warranty in DEERE's owner's manual:

- H480 Loader Manual, http://manuals.deere.com/omview/OMW54950_19/?tM;
- 5065M, and 5075M (IT4), 5085M, 5095M, 5095MH, 5105M and 5105ML (Tier 3) Tractor Operator's Manual, http://manuals.deere.com/omview/OMSJ10032_19/?tM; and
- S660, S670, S680 and S690 Combines Manual, http://manuals.deere.com/omview/OMHXE51478_19/?tM.

2. 40 C.F.R. §§ 1054, 1039, and other provisions require that the manufacturer provide an owner's manual to consumers and that such manual describe the proper engine maintenance to keep the engine in compliance with the ECS warranty requirements. For example, 40 C.F.R. § 1039.125(f) requires manufactures to

[s]tate clearly **on the first page of your written maintenance instructions** that a repair shop or person of the owner's choosing may maintain, replace, or repair emission-control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the vehicle be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

(emphasis added). John Deere is not compliant with this requirement which is a per se violation of the regulations. Below are a few examples of John Deere manuals that violate this disclaimer requirement:

- 5065M, and 5075M (IT4), 5085M, 5095M, 5095MH, 5105M and 5105ML (Tier 3) Tractor Operator's Manual http://manuals.deere.com/omview/OMSJ10032_19/?tM;
- S660, S670, S680 and S690 Combines Manual http://manuals.deere.com/omview/OMHXE51478_19/?tM;
- X700, X720, X724, X728 Ultimate Series Tractors, http://manuals.deere.com/cceomview/OMM153966_C7/Output/Index.html?tM

3. In instances where John Deere does include a disclaimer in the maintenance section, it adds language contrary to the above declaration. The contradictory language in John Deere's manuals typically reads: "Maintenance, repair, or replacement of the emission control devices and systems on this engine, which are being done at the customer's expense, may be performed by any non-road engine repair establishment or individual. **Warranty repairs must be performed by an authorized John Deere dealer.**" (emphasis added. See for example Deere's 2014 3033R tractor manual, which can be found at http://manuals.deere.com/omview/OMLVU28866_19/?tM=

However, 40 C.F.R. § 1068.101(6) clearly states that manufacturers and others "are **prohibited from directly or indirectly communicating** to the ultimate purchaser or a later purchaser that the emission-related **warranty is valid only if the owner has service performed at authorized facilities** or only if the owner uses authorized parts, components, or systems." (emphasis added). Therefore, John Deere's practice of limiting owners to authorized John Deere dealers for all warranty issues (which naturally includes emission-related warranty issues) is a per se violation of the CAA and denies consumers their rights.

4. John Deere's manuals include language requiring warranty maintenance or service at dealerships or establishments with which John Deere has relationships in violation of 40 C.F.R. § 1068.1010(b)(6) and 40 C.F.R. §§ 1039.125(f), 1048.125(f), 1051.125(f), and 1054.125(f). See, e.g., S660, S670, S680 and S690 Combine manual, http://manuals.deere.com/omview/OMHXE51478_19/?tM= at Section 160 (requiring engine valve backlash adjustment by John Deere dealer every 2000 hours for the S660 and S670 Combine models); see also John Deere Tractors, 100 Series, OMGX24537 G2 http://pdf.lowes.com/useandcareguides/759936768927_use.pdf at 38 ("After performing the checks in the troubleshooting section and your engine is still not performing correctly, contact your authorized dealer.").

5. The emission control system ("ECS") components listed in John Deere's owner's manuals and covered in emission warranties (as compared to Appendix I in 40 C.F.R. Part 1068 and EPA guidance documents) are inadequate. The CAA regulations require that "The emission-related warranty covers all components whose failure would increase an engine's emissions of any regulated pollutant, including components listed in **40 CFR part 1068, Appendix I**, and components from any other system you develop to control emissions." See, e.g., 40 C.F.R. § 1039.120(c) (emphasis added). John Deere limits emission warranty coverage to the parts listed in its owners' manuals and ECS parts are missing from its lists. See Exhibit A ("Section 207 EPA enforcement checklist document") & Exhibit B (exemplar analysis of T670 Combines ECS List with missing ECS components highlighted).

6. John Deere's use of proprietary systems in the maintenance or servicing of John Deere products, including on diagnostic fault codes violates 40 C.F.R. § 1068.101(b)(6). It states that "you are prohibited from directly or **indirectly communicating** . . . that the emission-related warranty is valid only if . . . the owner uses authorized parts, components, or systems."

(emphasis added). Nevertheless, John Deere requires the use of John Deere systems to diagnose emission related warranty issues. *See for example* http://manuals.deere.com/omview/OMHXE69443_19/?tM=

Similarly, John Deere should not be referring to specific replacement Part Numbers- in light of the fact that John Deere states in its owners' manuals that it may reject emission warranty claims for failing to comply with maintenance requirements outlined in the owner's manuals. Examples of this issue are:

- The use of trade names in referring to ECS or other components, including COOL-GARD II and COOL-GARD II EG and PG. *See, e.g.,* 3033R, 3039 and 3046 Compact Utility Tractors Operator's Manual (NA, May 2014), http://manuals.deere.com/omview/OMLVU29135_19/?tM (Section 08).
- The use of over 200 proprietary part numbers for commonly available parts and specifying their use, including the sparks plugs listed in Exhibit C as well as Gator Utility Vehicle XUV550 S4, http://manuals.deere.com/cceomview/OMM164562_L1/Output/Index.html?tM (Replacement Parts section) which contains the following replacement part table with only DEERE part and part numbers:

ITEM	PART NUMBER
Engine Oil Filter	AM125424
Air Filter Element	M164264
Fuel Filter	AM116304
Spark Plug	MIU13325

7. Another violation involves 40 C.F.R. § 1039.120. It requires emission related warranties to be extended to the ultimate purchaser and each subsequent purchaser. However, with some of its products, John Deere violates the CAA when it limits its warranties on emission related components to the original purchaser. *See for example* the John Deere Gator® warranty at: http://manuals.deere.com/cceomview/OMM136969_L0/Output/OMM136969_L017.html#119433.

8. Deere's use of a general Limited Warranty for New John Deere Turf & Utility Equipment provided separately to the consumer from the owners' manual, which contains the following language:

November 7, 2014

Page 6 of 12

THE PURCHASER'S **ONLY REMEDIES** IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE JOHN DEERE TURF & UTILITY EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE.

See Exhibit D (John Deere Turf and Utility (emphasis added)). This language excludes any coverage listed elsewhere (including under any emissions or engine warranties). Also, the turf warranty is limited to the original owner unless John Deere is notified of and approves the transfer in violation of 42 U.S.C. § 7541 and its implementing regulations (such as 40 C.F.R. § 1039.120(a) 1048.120(a), 1054.120(a)) which require that an engine and all ECS parts be warrantied to "the ultimate purchaser and each subsequent purchaser" without restriction.

9. Next, John Deere violates its CAA obligations (namely §§ 1068.110(e) & 1068.101(6)) when it makes owners liable for transportation charges, as well as other costs, unless John Deere's network of dealers is employed. For example John Deere's warranties sometimes read:

Warranty service shall be provided during customary business hours at any authorized John Deere Commercial and Consumer Equipment Retailer located within the United States of America. Repair or replacement of any warranted part will be performed at no charge to the owner, including diagnostic labor which leads to the determination that a warranted part is defective, **if the diagnostic work is performed at an authorized John Deere Commercial and Consumer Equipment Retailer**. Any parts replaced under this warranty shall become the property of John Deere.

Moreover John Deere specifically excludes the following coverage: "c) Transportation to and from the John Deere Commercial and Consumer Equipment Retailer, or service calls made by the Retailer." See for example http://manuals.deere.com/omview/OMGX25361_19/?tM=FR. and

However, 40 C.F.R. §1068.110(e) reads: "... owners may make warranty claims against the manufacturer for **all expenses related to diagnosing** and repairing or replacing emission-related parts, as described in § 1068.115" (emphasis added).

Additionally, John Deere disallows diagnostic fees performed by third parties and states that regulations require owners to bring their units to an authorized DEERE dealer for diagnostic, repair or servicing. See for example http://manuals.deere.com/omview/OMHXE29588_19/?tM=. 40 C.F.R. § 1068.110(e) requires preapproval for such restrictions and only allows the restrictions when an original engine manufacturer's abilities to meet its warranty obligations is not limited.

10. John Deere includes in some of its owners' manuals justifications for disallowing emission warranty claims that do not meet the regulatory requirements of 40 C.F.R. § 1068.115(a). It allows the denial of warranty claims "only for failures that have been caused by the owner's or operator's improper maintenance or use, by accidents for which [the manufacturer has] no responsibility, or by acts of God." Nevertheless, John Deere's manuals violate this regulation by:

- Including language such as "alterations or modifications not recommended or approved in writing by John Deere" does not comply with § 1068.115. *See, e.g.*, Gator Utility Vehicle XUV 825i, http://manuals.deere.com/omview/OMM171352_19/?tM (found in Section 95 of the owner's manual).
- Stating for residents outside of California that replacement parts must be California Air Resources Board approved ("Add-on or modified parts that are not exempted by the California Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim.") does not comply with § 1068.115. *See* D100 Series Tractors, http://manuals.deere.com/omview/OMGX25361_19/?tM--FR (found in Section 85 of the owner's manual).
- Adding arbitrary and subjective justifications for denying emission warranty coverage that does not conform to § 1068.115 such as: "John Deere may deny warranty claims for failures caused by the **unauthorized or unreasonable use** of an engine following sale." (emphasis added). *See, e.g.*, T670 Combines MY2012/MY2013 Wide Cab, http://manuals.deere.com/omview/OMHXE29588_19/?tM (found in Section 145 of the owner's manual).

11. Similarly, John Deere includes language in its warranties stating that it has no obligation to pay for travel related to warranty service. "Emissions regulations require the customer to bring the unit to an authorized servicing dealer when required. As a result, John Deere is NOT liable for travel or mileage on emissions warranty service calls." T670 Combines – MY2014/2015, Wide Cab, http://manuals.deere.com/omview/OMHXE65500_19/?tM (Section 145). This violates John Deere's obligation to pay for "**all expenses**" (40 C.F.R. § 1068.110(e)). It also actively misleads the consumer to believe that the law mandates servicing by an authorized dealer when in reality John Deere may "not directly or indirectly condition [its] warranty on a requirement that the engine be serviced by [its] franchised dealers or any other service establishments with which [it has] a commercial relationship." 40 C.F.R. § 1039.125(6)(f).

12. 40 C.F.R. § 1054.120(f) requires that manufacturers provide an email address and toll free number for its "lawn and garden" ECS warranty inquiries. John Deere omits the email requirement and only states: "If you have any questions regarding your warranty rights and responsibilities, you should contact your John Deere Commercial and Consumer Equipment Retailer, or the John Deere Customer Communications Center at 1-800-537-8233." *See* for

example

http://manuals.deere.com/cceomview/OMM136969_L0/Output/OMM136969_L017.html#11992

2

B. Defect Reporting Violations of 40 C.F.R. § 1068, Subpart F:

As a manufacturer, John Deere must monitor the performance of its products in the field, and where required, report such defects to the EPA. In some instances, John Deere has been compliant and reported to other regulatory agencies and the EPA defects that fall under Clean Air Act regulations and other parameters (including section 15 of the Consumer Product Safety Act titled "Substantial Product Hazards"). Other times, John Deere has reported to other regulatory agencies, but it does not appear that John Deere has reported to the EPA as the notices do not contain language indicating the EPA is involved in the fuel or emission campaigns.

1. For example, it does not appear that John Deere reported to the EPA the issues associated with the U.S. Consumer Protection Safety Commission ("USCPSC") safety recall pertaining to John Deere Lawn Tractors that would overheat and catch fire because of an ECS component failure. This recall involves John Deere X300, X300R and X304 Select Series™ Lawn Tractors with Kawasaki FS541V engines manufactured between September 20, 2010 and July 21, 2011.

2. Another example involves the 2014 USCPSC recall on John Deere Gator™ RSX850i Base, Sport and Trail model recreational utility vehicles manufactured between May 2012 and October 2012 because of fire risks due to the failure of an oil filter.

3. Another example involves the USCPSC recall on the Gator XUV 620i Utility Vehicle because of fuel tank leaks from a gap in the seam at the base of the filler neck, posing a fire hazard- which fails to mention EPA notification or involvement.

4. After market introduction of a unit (thus, after the issuance of a Certificate of Compliance ("COC")), we believe John Deere publishes and supports post-sale modifications, alterations, repairs, adjustments, and other changes that are not EPA approved and that impact emissions. For example, John Deere's Product Improvement Program ("PIP") is communicated through bulletins issued to its franchised dealers, in an effort to quell customer complaints and field issues with the engines or products. The PIP directs performance of modifications, alterations, repairs, adjustments and other changes to the units, by John Deere authorized dealers, but such instructions fail to comply with the requirements of the CAA. The changes, which may require EDIR notification as well, include without limitation:

- 2013 S660 oil loss PIP fix for which consumers are not notified;
- MY 2011 XUV 625i exhaust pipe changes (to stainless steel) because of failures;

- 2014 PIP (No. 14MX236) applicable to X550 GATOR units concerning blown head gaskets; and
- 1026 and Mid Mount Mower kinked fuel line replacement/recall.

C. Additional Clean Air Act Violations

1. John Deere does not meet its obligations under the CAA's altitude parameter requirements. 40 C.F.R. § 1054.115(c) requires the following language:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; **you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.** See §1054.145(c) for special provisions that apply for handheld engines.

(emphasis added). This requisite language is omitted from the owners' manuals of units governed by 40 C.F.R. Part 1054. See, e.g., John Deere Tractors, 100 Series, OMGX24537 G2, http://pdf.lowes.com/useandcareguides/759936768927_use.pdf. At most, John Deere refers owners to consult authorized John Deere dealers without mentioning excess emissions, as required by regulation. "If engine is operated at altitudes above 1829 m (6,000 ft), some carburetors may require a special high altitude main jet. See your authorized dealer." *Id.* at 38. Direction to an authorized John Deere dealer is an additional violation (See 40 C.F.R. §1068.101(b)(6)) because the CAA does not allow warranty service to be limited to authorized dealers except under very limited circumstances not applicable here. As noted above, John Deere is not fulfilling its obligation to provide "parts and service information" to "qualified service facilities" under 40 C.F.R. § 1054.205(r) "for owners to have such altitude kits installed locally."

2. John Deere's 2010 engine horse power class action settlement also appears to be in violation of the CAA, specifically the "truthfulness and completeness" obligations in securing Certificates of Compliance ("COCs"). For example, 40 C.F.R. § 1054.30(b) reads:

The regulations in §1054.255 and 40 C.F.R. § 1068.101 describe your obligation to report **truthful and complete** information and the consequences of failing to meet this obligation. This includes information not related to certification.

(emphasis added). In the class action settlement, John Deere admitted to having misstated horse power in its advertising, which indicates it misstated the horse power in its COC application or distributed engines with a horse power not allowed under the engine family covered by the specific COCs. Beyond fines, consequences may include revocation of COCs as well as the

requisite EPA notification of such corrective measures to include any extended emission warranty coverages.

III. CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently “protect and enhance the quality of the Nation’s air resources” by holding directly accountable manufacturers like John Deere that engage in the CAA violations alleged above with products intended for the U.S. market. *See* 42 U.S.C. § 7401(b). By pursuing John Deere, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter John Deere’s future non-compliance.

If the EPA was to elect not to file a complaint against John Deere, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like John Deere) that the COCs are merely a formality that carry no force of law. Manufacturers can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA’s lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in John Deere’s owner’s manuals and the failure to disclose a comprehensive ECS warranty list will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product’s emission capabilities before purchasing due to the inadequate disclosures. The environment will be harmed because the ECS warranty list is essentially the checklist used in EPA enforcement actions against certificate holders. If the list is not properly disclosed, a further uneven playing field is created.

Finally, because of John Deere’s violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with John Deere engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased John Deere products with the defects that lead to their non-compliance, these third party sellers have been damaged by John Deere. These entities are unknowingly responsible for potentially significant excess harmful emissions into the

environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

IV. CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against John Deere and its related entities to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, Mr. Rennison intends to seek the following relief against John Deere:

1. A declaratory judgment finding that each of the engine family years referenced, each of the warranty issues cited, each emission detection failure to report, and each uncertified PIP are in violation of the CAA.
2. Injunctive relief enjoining Deere and Company and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by John Deere.
3. Injunctive relief commanding John Deere to include the proper warranty language in its owner's manuals and to disclose the comprehensive Emission Parts List omitted from John Deere's ECS warranty list.
4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations by John Deere and offset of excess emissions, including those from fires and burning oil/blown gaskets.
6. A remedy for consumers who have paid for but obtained defective goods, to include re-issuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
7. An obligation for John Deere to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

V. CONCLUSION

If the EPA will not act against John Deere, we, as Mr. Rennison's counsel, are equipped to handle this citizen suit given our knowledge and expertise of both the John Deere organization and of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

November 7, 2014
Page 12 of 12

This letter provides the official notice of Mr. Rennison's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing John Deere for its repeated violations should be a top priority.

While Mr. Rennison ultimately would like to avoid unnecessary litigation on his own behalf, he intends to bring suit within 60 days of this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely, -


Dale T. Gobel

cc: Samuel R. Allen, Chairman and Chief Executive Officer, Deere & Company
Mary K. W. Jones, Senior Vice President and General Counsel Deere & Company
Michael A. Harring, Vice President and Deputy General Counsel, North America
Deere & Company
Laurie S. Simpson, Vice President and Chief Compliance Officer, Deere & Company

Evan Besler, EPA, Office of Enforcement and Compliance Assurance
Anne Wick, EPA, Office of Enforcement and Compliance Assurance
Bob Klepp, EPA, Office of Enforcement and Compliance Assurance
Phil Brooks, EPA, Office of Enforcement and Compliance Assurance

Herschel T. Vinyard, Jr., Secretary, Florida Department of Environmental Protection
Larry Morgan, Chief Deputy General Counsel, Florida Department of Environmental
Protection

Kulschinsky, Edward

From: Belser, Evan
Sent: Friday, December 05, 2014 11:31 AM
To: [REDACTED]
Subject: RE: Proposed remedies [REDACTED]

Thank you for the update [REDACTED]. I have to say that I think our role doesn't amount to "EPA involvement and oversight." I would be comfortable characterizing it as "implementing this remedy on a national basis after notice to and discussions with EPA."

Evan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Belser, Evan
Sent: Wednesday, December 31, 2014 4:29 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Receipt confirmed. Thank you [REDACTED] for this information. Happy new year.

Evan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Zunker, Deb <dzunker@mccarty-law.com>
Sent: Friday, October 16, 2015 2:46 PM
To: dhaltiwanger@rpwb.com
Cc: Belser, Evan; Brooks, Phillip; teresa_w_roseborough@homedepot.com; taylorwm@dhec.sc.gov; scag@scag.gov; Curry, Gregg; Zunker, Deb
Subject: Ariens Company Response to August 19th Citizen Suit Notice of Intent Letter
Attachments: removed.txt; SKM_364e15101613440.pdf

Dear Mr. Haltiwanger:

Please see attached correspondence.

Deb Zunker
Assistant to I. Gregg Curry IV



2401 E. Enterprise Avenue · Appleton WI 54913-7887 · 920-257-2251 · [McCarty Law LLP](#)

E-MAIL NOTICE: The information contained in this electronic mail message [and all attachments thereto] is intended for the personal and confidential use of the designated recipient(s). This message is an attorney-client communication, and as such is privileged and confidential. If the reader of this message is NOT the intended recipient or an agent authorized to receive personal and confidential messages directed to the intended recipient(s), you are hereby notified that you have received this message in error, and that any review, dissemination, distribution, copying or any other use of this message is strictly prohibited. If you have received this communication in error, please notify the sender by e-mail reply or by collect telephone call to (920) 882-4070.

McCarty Law LLP

2401 E. Enterprise Avenue
Appleton, WI 54913-7887

p 920-882-4070
f 920-882-7986

www.McCarty-Law.com

Writer's Direct Dial Number
920-257-2208

Writer's Email Address
gcurry@mccarty-law.com

October 16, 2015

BY EMAIL

Mr. Daniel S. Haltiwanger
Richardson, Patrick, Westbrook & Brickman LLC
1730 Jackson Street
Barnwell SC 29812

Dear Mr. Haltiwanger:

This firm represents Ariens Company. I am writing on its behalf regarding your August 19, 2015, letter to U.S. EPA Administrator, Gina McCarthy. In that letter, you make allegations that Ariens has violated certain provisions of the Clean Air Act and related administrative regulations and have threatened to commence litigation against Ariens under 42 U.S.C § 7604 if the Administrator fails to timely inform you that EPA intends to file an enforcement action of its own against Ariens Company. For the convenience of those copies on this letter, I enclose a copy of your Notice and the attachments, including the warranties referenced throughout this letter.

After reviewing the allegations in your letter and accompanying documentation and reviewing the applicable legal authorities, it is our opinion that Ariens has not committed any of the violations of the Clean Air Act alleged in your letter and that any action which you might bring under Sec. 7604 against Ariens Company would have no merit. Neither the facts nor the law support your position.

1. Ariens Company is not a "certifying manufacturer."

At the heart of your allegations is your assumption that Ariens Company is a certifying manufacturer. It is not. Ariens Company does not give an ECS warranty. It gives additional warranties that are separate and distinct from the ECS warranty. The regulations cited in your letter which are contained in 40 CFR § 1054 do not apply to Ariens Company. Those regulations apply only to the manufacturer of the engine who certifies its compliance with the Clean Air Act. 40 C.F.R. § 1054.2. As attachments to your notice clearly indicate, the certifying manufacturer of this engine is Kawasaki Heavy Industries. The warranty provisions of 40 CFR § 1068.101 (b)(6) apply only to emission related warranty obligations under 40 CFR § 1068.115. That administrative regulation, 40 CFR Section 1068.115, applies only to, "certifying manufacturers."

You have no factual basis to allege that Ariens Company is a certifying manufacturer. In fact, the attachments to your notice contradict such an allegation.

Ariens Company's position was confirmed by Senior EPA managers as recently as October 15, 2015. It is my understanding that they use the term "certifying manufacturer" to exclusively mean the engine manufacturer. See 40 CFR 1054.20 providing, "Engine manufacturers that assemble an engine's complete fuel system are considered to be the equipment manufacturer with respect to evaporative emissions."

2. The violations alleged are not actionable in a citizens' suit.

I will first generally address the allegations in your letter that Ariens Company has violated provisions of the Clean Air Act and related administrative regulations. Your first alleged violation rests on the assumption that U.S.C. § 7547 adopts the warranty provisions in U.S.C. § 7541 (a). That is not the case. Section 7547 subjects standards adopted pursuant to that section to the provisions of Sec. 7541. Section 7547 does not adopt any of the warranty provisions contained in Sec. 7541 (a). Simply stated, the violations you assert are not actionable under the Act by way of a citizens' suit.

I now turn to your threat to commence a citizen's suit under 42 U.S.C. § 7604 (a). That statute does not authorize citizen suits for every alleged violation of the Clean Air Act. In your letter you state that any lawsuit which you might bring would be based upon the provision of Sec. 7604 (a) which permits a citizen suit, "against any person... who has alleged to have violated... or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or State with respect to such a standard or limitation." Sec. 7604 (f) defines what constitutes an emission standard or limitation under the Clean Air Act. Neither an owner's manual nor a product warranty is an emission standard or a limitation within the meaning of that definition. Therefore, Sec. 7604 does not permit a citizen suit for alleged deficiencies, inadequacies or omissions in the language of an owner's manual or product warranty. Your notice does not allege any violation of an emission standard.

3. Your client lacks standing.

Furthermore, based upon the information in your letter, it appears that your client, South Carolina Clean Air Initiative, would lack standing to bring any lawsuit under Section 7604 because your client has not suffered any injury – in-fact, as required by the Article III Constitutional minimum standing requirement. In fact, your client was apparently formed on June 1, 2015 and would appear to have been formed solely to pursue this action. In furtherance of our suspicion, I note that the purchaser information contained on the purchase confirmation has been redacted and the purchase date was June 8, 2015. Ariens Company has not received a request for any warranty repairs. Of course, your 60 day notice to the EPA was forwarded on August 19, 2015. You present no facts in your notice that your client was actually harmed.

In fact, your client would have to show: (1) and injury in fact that is concrete, particularized and actual or imminent; (2) that the injury is fairly traceable to Ariens Company's challenged conduct and (3) that it is likely that the alleged injury will be redressed by a favorable decision. No facts supporting these elements appear anywhere in your notice; such facts are not supportable by your client.

4. The violations alleged are factually and legally frivolous.

As to the specific violations alleged, the certifying manufacturer's warranty statements fully comply with the Act. Of course, the Ariens Company manual appropriately and clearly defers to the certifying engine manufacturer's warranties on all aspects of the engine, including emissions warranty. The Ariens Company owner's manual is, on its face, in addition to the ECS warranty which is distinct for the engine limited warranty. These warranties set forth the responsibilities of the manufacturer giving the particular warranty.

Your arguments are necessarily limited to the ECS warranty as given by the certifying manufacturer.

Your interpretation of the Act regarding even the certifying manufacturer's duties is not supportable. For instance, you allege a violation under:

(1) 1054.125(f). The ECS warranty is compliant; it allows that service may be done by "any nonroad engine repair establishment or individual." It does not require any components by brand.

(2) 1054.120(f)(1). The ECS warranty is compliant. It is a three year warranty.

(3) 1054.120(a). Again, the ECS warranty is compliant. The ECS warranty is not limited to the original purchaser.

(4) 1068.115(b)(6). We are unaware of any warranty claims being denied because of the use of harmful fuels. Certainly, you have not alleged that your client was so denied.

(5) 1054.115(c). Again, Ariens Company did not certify and did not rely on an altitude kit.

(6) 1068.101(b)(6). There is no requirement in this section that Ariens Company pay for transportation costs. See 1054.120(f). Further, you ignore the fact that the Act provides "except as specifically allowed by regulation." This warranty provision is specifically allowed; the certifying manufacturer is allowed to limit service providers and parts if such are provided "without charge under the purchase agreement." See 1054.125(f)(1).

(7) 1054.120(f)(1). The ECS warranty contains both a toll free number and an email address.

(8) 1068 Appendix. Again, the ECS warranty is clearly compliant.

5. Fees and Costs/Rule 11 Sanctions

Section 7604 (d) authorizes the court to award costs, including reasonable attorney fees annexed for witness fees, to any party, not just a successful plaintiff. If you do sue Ariens Company under that statute, you may rest assured that Ariens Company will defend the lawsuit vigorously and will seek to obtain all of its costs, including attorney fees and expert witness fees, from your client. Should your client seek a temporary restraining or preliminary injunction, Ariens will ask that the Court require your client file a bond or other security in accordance with the provisions of F.R. Civ. P. 65.

Further, as you know, attorneys must make a reasonable inquiry of the facts and law prior to filing allegations. By this letter, Ariens Company puts you on notice that your claims are frivolous. Both you and your client will, in our opinion, become responsible for the costs of this action. Of course, one of your responsibilities in that regard is to discuss the potential of these sanctions with your client and its members.

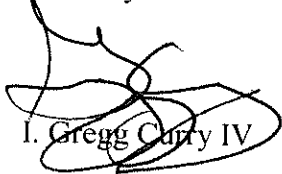
6. Defamation

Ariens Company further believes that any claim that you or your client may make to third parties that Ariens Company has violated any of the provisions of the Clean Air Act are defamatory and will pursue all remedies available.

We urge you and your client to re-examine your intentions. This letter serves as notice that your EPA notice alleges claims, in our opinion, that are factually and legally frivolous. Both your firm and your client could be subject to significant liability pursuant to Rule 11 for filing an action based on those claims.

Yours very truly,

McCarty Law LLP



I. Gregg Curry IV

GIC/dmz

Copies to Even Belser, EPA-OECA

Phil Brooks, EPA-OECA

Teresa Roseborough, The Home Depot

Donald Koprowski, Kawasaki Motors Corp.

SC DHEC, Marshall Taylor

SC AG, Alan Wilson



Confidential and Privileged

October 19, 2015

Via Email & FedEx – dhaltiwanger@rpwb.com

Mr. Daniel Haltiwanger
Richardson Patrick, Westbrook & Brickman LLC
1730 Jackson Street
Barnwell, SC 29812

Re: **Notice of Intent to File Citizen Suit**

Dear Mr. Haltiwanger:

We are responding to your allegations set forth in the Notice of Intent (“Notice”) you filed with the EPA on August 19, 2015 on behalf of the South Carolina Clean Air Initiative (SCCAI). This letter responds to your allegations and details the reasons for Briggs & Stratton Corporation’s well-supported conclusions. We are proactively and transparently providing you with all this information so that you and the SCCAI can make a well-informed decision and elect not to file a judicial complaint against Briggs & Stratton for all the reasons set forth in this letter.

I. Analysis of Allegations

The following is a brief response to your claims that Briggs & Stratton’s operator manuals (OMs) are in error. Each of your claims is analyzed below.

A. Warranty Service Impermissibly Limited to Authorized Service Providers/Location Where Service Can Be Performed

The regulations, including 40 C.F.R. § 10XX.101(6), require Briggs & Stratton to honor the emission warranty if the owner chooses independent service providers or third party replacement



parts for *routine maintenance*. This information is provided on page 7 of the operator's manual under "Maintenance" "Emissions Control".

However the regulations also recognize that manufacturer-paid, warranty repair and service (pursuant to the EPA emission warranty) are specifically exempt from these "Open Source" allowances. 40 C.F.R. § 10XX.125(f)(1)¹ explicitly permits Briggs & Stratton to limit services provider and replacement parts to its authorized service providers if it "[provide[s] a component or service without charge under the purchase agreement." The emission warranty (and all components and services provided thereunder) are done so by Briggs & Stratton without charge under the purchase agreement (40 C.F.R. § 10XX.120). Accordingly, Briggs & Stratton has not impermissibly limited its emission warranty to its authorized service providers.

B. Requirement for Term of Warranty Coverage

As you know, Briggs & Stratton offers two warranties for its engine: a general, commercial warranty for the engine in its entirety and an EPA emission warranty as required by 40 C.F.R. § 10XX.120(a). The EPA required emission warranty (page 11) is distinct and subject to different terms than the "Standard Commercial Warranty" (page 10). The EPA Emission Warranty clearly states that the emission warranty period is the greater of two years or the length of the general warranty, whichever is greater. As you obviously know, but try to intentionally obfuscate, Briggs & Stratton's standard, commercial warranty has no connection to the EPA emission warranty.

¹ The term § 10XX refers collectively to 40 C.F.R. Parts 1039, 1051, and 1054, which contain identical regulatory requirements for specific non-road vehicles.

**C. Briggs & Stratton Violates the Requirement for an E-Mail Address.**

Briggs & Stratton provides its telephone number and web address on page 11 of the operator's manual under "Owner's Warranty Responsibilities". The web address provides users with an on-line information request form that is automatically submitted to an individual Briggs & Stratton Support Center employee for warranty assistance (see <http://www.briggsandstratton.com/us/en/support/task-briggs>).

D. Briggs & Stratton Violates the Requirement for Altitude Information

Briggs & Stratton provides the necessary instructions for operating in higher altitudes as required by 40 C.F.R. § 10XX.115(c) on page 6 of the operator's manual under "Fuel Recommendations", "High altitude". This provision clearly states conditions under which adjustment is necessary due to high altitude operation, including impacts on fuel efficiency, emissions and performance without performing the proper adjustment.

E. Briggs & Stratton may have Denied Warranty Claims Due to Fuel Used

In your letter you claim that Briggs & Stratton may have denied warranty claims illegally due to the availability of diesel fuels in the U.S. and Canada. First, you have no factual basis to allege that any warranty service claims have been denied by Briggs & Stratton due to the use of diesel fuel. Second, Briggs & Stratton provides clear instructions on what fuel to use with its products on page 6 of the operator's manual under "Fuel Recommendations".



II. SCCAI Lacks Standing to Bring a CAA Citizens' Suit Against Briggs & Stratton

In your letter, you have failed to identify the members of the SCCAI or explain how they have been harmed—even if your allegations were somehow valid.

In order to have standing to bring this action, SCCAI would have to show: (1) an injury in fact that is concrete, particularized, and actual or imminent; (2) that the injury is fairly traceable to Briggs & Stratton's challenged conduct; and (3) that it is likely that the alleged injury will be redressed by a favorable decision. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992). In this matter, you have not even suggested that SCCAI actually encountered—much less was injured or impacted by—the alleged CAA violations. SCCAI's speculate “general interest” is insufficient to confer Article III standing. *See Washington Envtl. Council v. Bellon*, 732 F.3d 1131, 1147 (9th Cir. 2013) (dismissing a CAA citizens' suit because the plaintiffs failed to satisfy *Lujan*'s causality or redressability prongs). “The relevant showing for purposes of Article III standing . . . is not injury to the environment but injury to the plaintiff.” (*Families for Asbestos Compliance Testing & Safety v. City of St. Louis, Mo.*, 638 F. Supp. 2d 1117, 1125 (E.D. Mo. 2009) (citing *Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc.*, 528 U.S. 167, 169 (2000)). (See also *Potra v. Jacobson Co.*, 2014 WL 1275594 (N.D. Ga. 2014) (dismissing a CAA citizens' suit because the plaintiffs failed to show that they were impacted by the defendants' conduct “in a personal and individual way”)). SCCAI clearly does not have standing because it has not been directly injured by any of the alleged CAA violations.



III. Attorneys Fees and Sanctions

Federal Rule of Civil Procedure 11 directs district courts to impose sanctions against a litigant who signs frivolous or abusive pleadings. There is recent precedent supporting a substantial award of attorneys' fees in these circumstances. In *Sierra Club v. Energy Future Holdings Corp.*, No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tx. Aug. 29, 2014), the court awarded \$6.4 million in attorneys' fees in a citizen suit case brought by the Sierra Club, following an award of summary judgment in the case. The Court determined that the Sierra Club claims were frivolous from inception and that plaintiff was informed about the frivolous nature of its allegations prior to filing suit. This letter similarly provides you with such information in this matter.

IV. Defamation Precedent

Under South Carolina law, defamation involves the publication of a false statement to a third party that results in injury to another, including injury to one's reputation or business. See *Erickson v. Jones St. Publr's., LLC*, 368 S.C. 444, 465-66 (S.C. 2006). Compensatory damages for defamation are not limited to out-of-pocket expenses ("special damages"); they also include "general damages." *Id.* at 465 n.6. General damages "include injury to reputation ... and similar types of injuries which are not capable of definite money valuation." *Id.* See also *Fountain v. First Reliance Bank*, 398 S.C. 434, 442 (S.C. 2012).

For the reasons set forth above, we respectfully urge you to carefully analyze the information transparently contained in this letter and not to commence any Federal litigation.



Please contact me with any questions.

Sincerely,

Briggs & Stratton Corporation

A handwritten signature in blue ink that reads "Patricia M. Hanz". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Patricia M. Hanz

Deputy General Counsel

Attachment



(en) *Operator's Manual*
(es) *Manual del Operario*
(fr) *Manuel de l'opérateur*

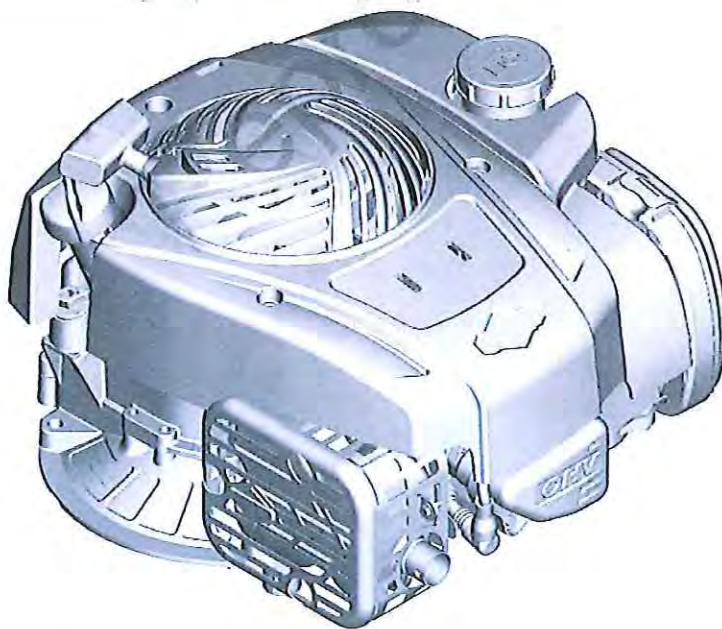


Model 80000

E Series™ 300e Series™
450e Series™

Model 90000

E Series™ 500e Series™
EX Series™ 550e Series™
550ex Series™
575ex Series™
600e Series™
625ex Series™



Copyright © Briggs & Stratton Corporation,
Milwaukee, WI, USA. All rights reserved.
Briggs & Stratton is a registered trademark
of Briggs & Stratton Corporation.

Form No. 381266TRI
Revision: G

English

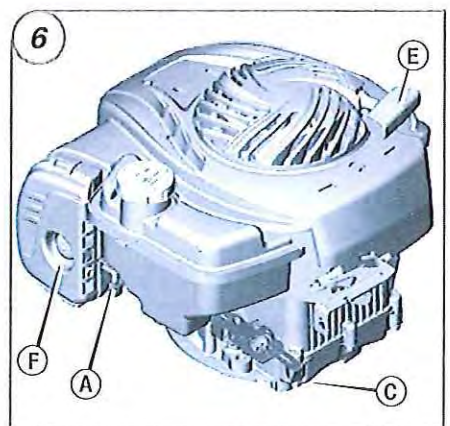
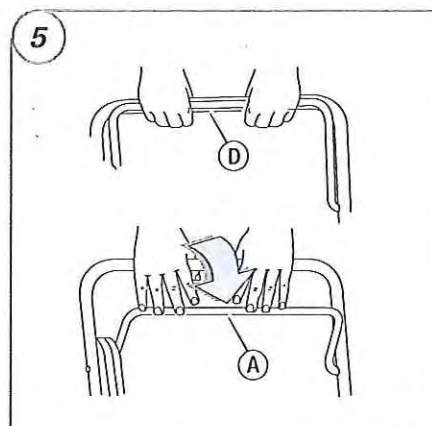
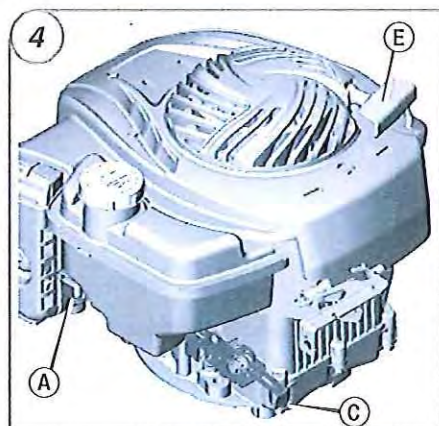
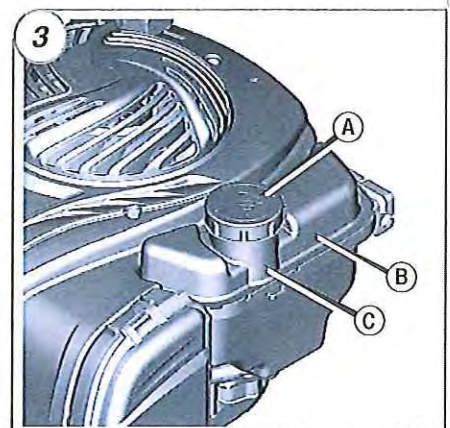
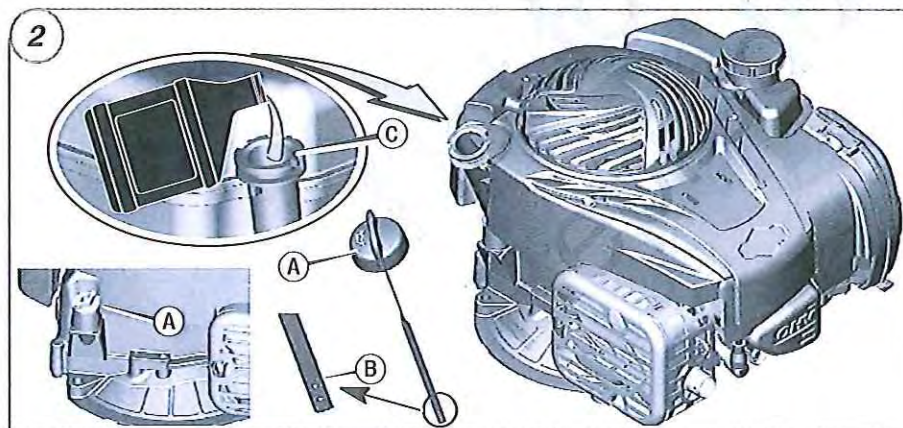
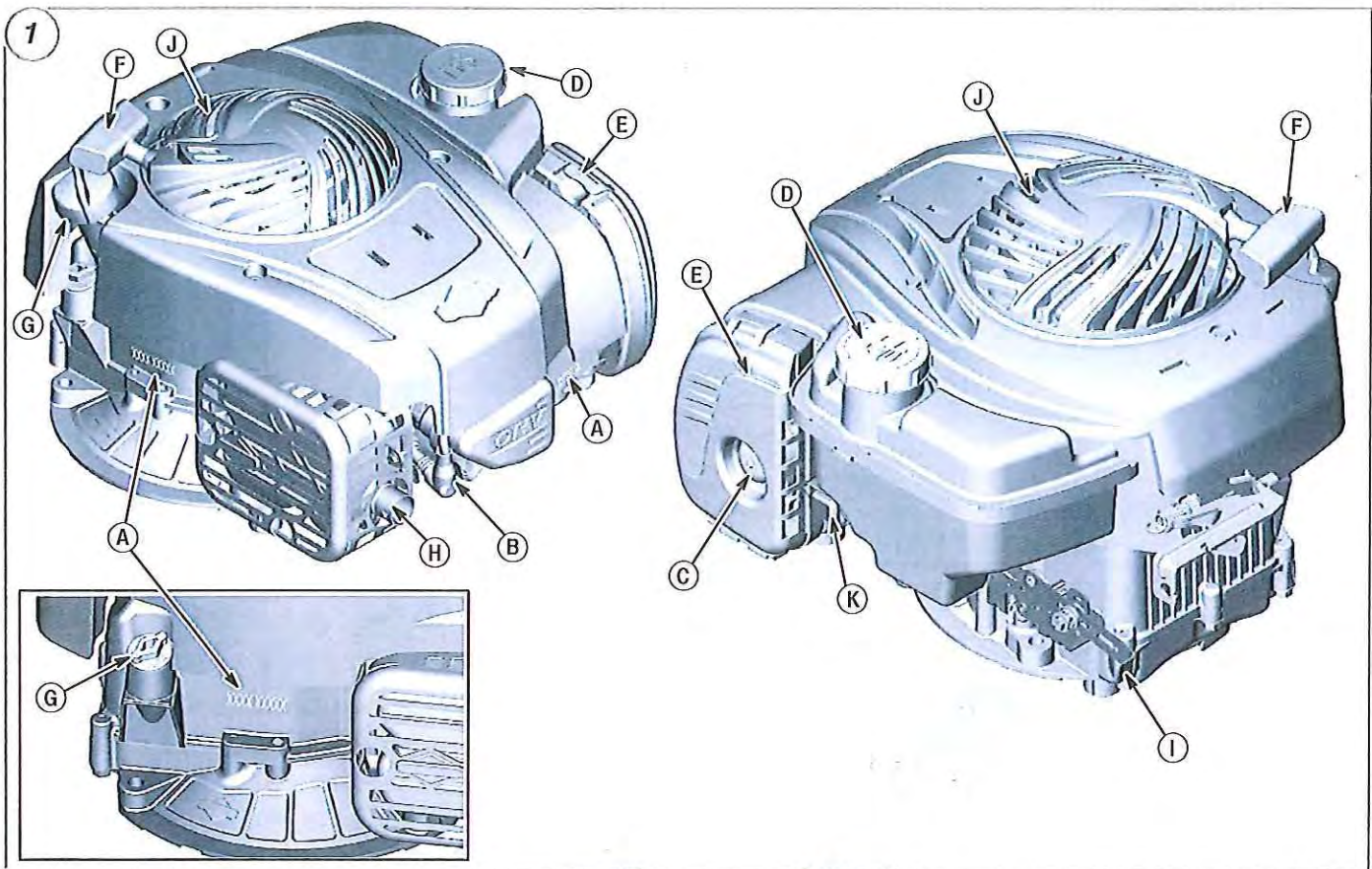
en

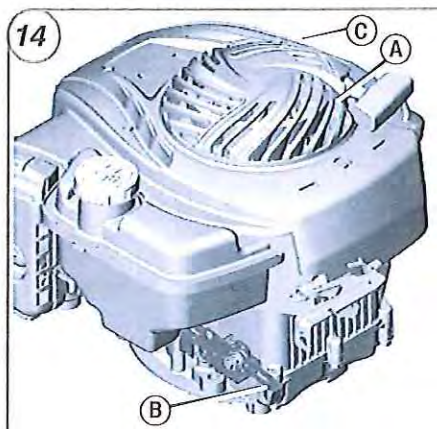
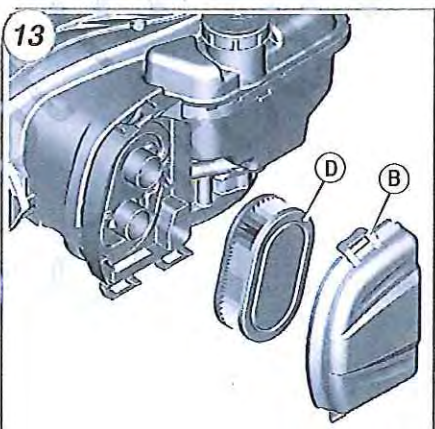
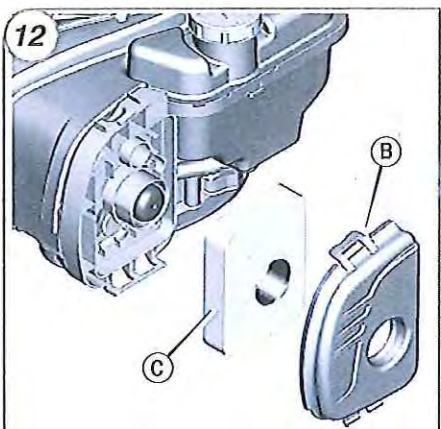
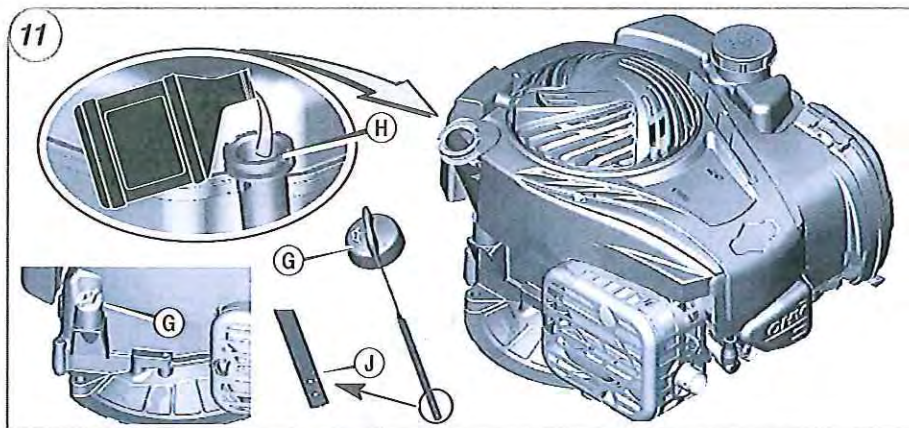
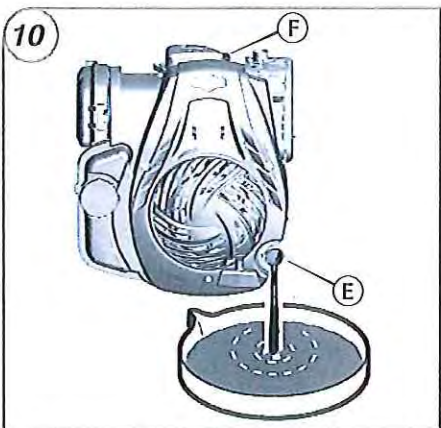
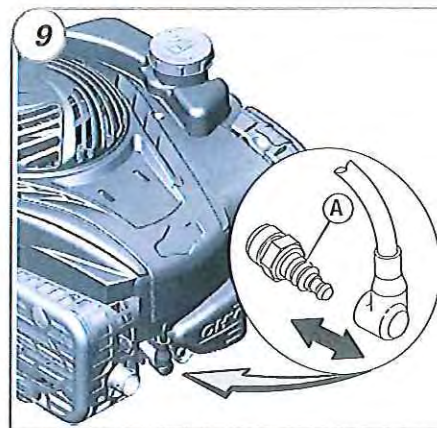
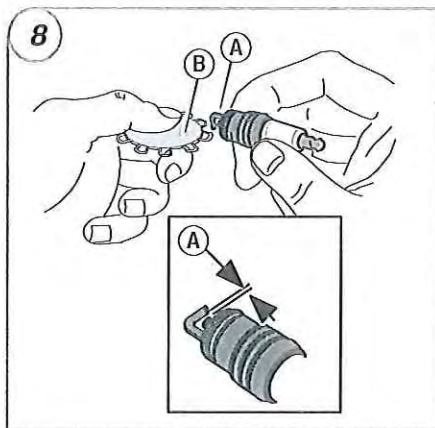
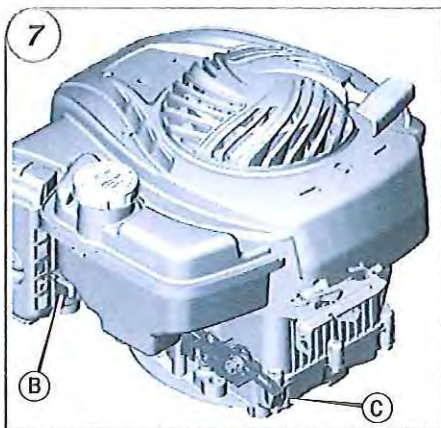
Español

es

Français

fr





General Information

This manual contains safety information to make you aware of the hazards and risks associated with engines and how to avoid them. It also contains instructions for the proper use and care of the engine. Because Briggs & Stratton Corporation does not necessarily know what equipment this engine will power, it is important that you read and understand these instructions and the instructions for the equipment. Save these original instructions for future reference.

For replacement parts or technical assistance, record below the engine model, type, and code numbers along with the date of purchase. These numbers are located on your engine (see the *Features and Controls* page).

Date of purchase: _____ MM/DD/YYYY

Engine model: _____

Model:

Type:

Code:

Look for the 2D barcode located on some engines. When viewed with a 2D-capable device, the code will bring up our website where you can access support information for this product. Data rates apply. Some countries may not have online support information available.



Power Ratings: The gross power rating for individual gasoline engine models is labeled in accordance with SAE (Society of Automotive Engineers) code J1940 Small Engine Power & Torque Rating Procedure, and is rated in accordance with SAE J1995. Torque values are derived at 2600 RPM for those engines with "rpm" called out on the label and 3060 RPM for all others; horsepower values are derived at 3600 RPM. The gross power curves can be viewed at www.BRIGGSandSTRATTON.COM. Net power values are taken with exhaust and air cleaner installed whereas gross power values are collected without these attachments. Actual gross engine power will be higher than net engine power and is affected by, among other things, ambient operating conditions and engine-to-engine variability. Given the wide array of products on which engines are placed, the gasoline engine may not develop the rated gross power when used in a given piece of power equipment. This difference is due to a variety of factors including, but not limited to, the variety of engine components (air cleaner, exhaust, charging, cooling, carburetor, fuel pump, etc.), application limitations, ambient operating conditions (temperature, humidity, altitude), and engine-to-engine variability. Due to manufacturing and capacity limitations, Briggs & Stratton may substitute an engine of higher rated power for this engine.

Operator Safety

SAFETY AND CONTROL SYMBOLS



The safety alert symbol is used to identify safety information about hazards that can result in personal injury. A signal word (DANGER, WARNING, or CAUTION) is used with the alert symbol to indicate the likelihood and the potential severity of injury. In addition, a hazard symbol may be used to represent the type of hazard.

- DANGER** indicates a hazard which, if not avoided, will result in death or serious injury.
- WARNING** indicates a hazard which, if not avoided, could result in death or serious injury.
- CAUTION** indicates a hazard which, if not avoided, could result in minor or moderate injury.

NOTICE indicates a situation that could result in damage to the product.

WARNING
Certain components in this product and its related accessories contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Wash hands after handling.

WARNING
The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

WARNING
Briggs & Stratton Engines are not designed for and are not to be used to power: fun-karts; go-karts; children's, recreational, or sport all-terrain vehicles (ATVs); motorbikes; hovercraft; aircraft products; or vehicles used in competitive events not sanctioned by Briggs & Stratton. For information about competitive racing products, see www.briggsracing.com. For use with utility and side-by-side ATVs, please contact Briggs & Stratton Engine Application Center, 1-866-927-3349. Improper engine application may result in serious injury or death.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.



WARNING



Fuel and its vapors are extremely flammable and explosive.
Fire or explosion can cause severe burns or death.



When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
- If fuel spills, wait until it evaporates before starting engine.

When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.

When Operating Equipment

- Do not tip engine or equipment at angle which causes fuel to spill.
- Do not choke the carburetor to stop engine.
- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

When Changing Oil

- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Tipping Unit for Maintenance

- When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Transporting Equipment

- Transport with fuel tank EMPTY or with fuel shut-off valve OFF.

When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.



WARNING



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

Broken bones, fractures, bruises or sprains could result.

- When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.
- Remove all external equipment/engine loads before starting engine.
- Direct-coupled equipment components such as, but not limited to, blades, impellers, pulleys, sprockets, etc., must be securely attached.



WARNING



Rotating parts can contact or entangle hands, feet, hair, clothing, or accessories.

Traumatic amputation or severe laceration can result.

- Operate equipment with guards in place.
- Keep hands and feet away from rotating parts.
- Tie up long hair and remove jewelry.
- Do not wear loose-fitting clothing, dangling drawstrings or items that could become caught.



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.



Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.



WARNING



Starting engine creates sparking.



Sparking can ignite nearby flammable gases.

Explosion and fire could result.

- If there is natural or LP gas leakage in area, do not start engine.
- Do not use pressurized starting fluids because vapors are flammable.



WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.



WARNING



Unintentional sparking can result in fire or electric shock.



Unintentional start-up can result in entanglement, traumatic amputation, or laceration.



Fire hazard

Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine speed.
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

Features and Controls

Compare the illustration ^① with your engine to familiarize yourself with the location of various features and controls.

- A. Engine Identification Model Type Code
- B. Spark Plug
- C. Primer (optional)
- D. Fuel Tank and Cap
- E. Air Cleaner
- F. Starter Cord Handle
- G. Dipstick
- H. Muffler
- Muffler Guard (optional)
- Spark Arrester (optional)
- I. Throttle Control (optional)
- J. Finger Guard
- K. Stop Switch (optional)

#5

#4

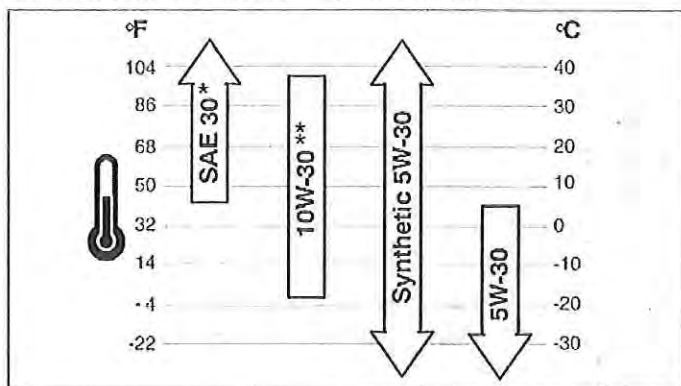
Operation

Oil capacity (see the Specifications section)

Oil Recommendations

We recommend the use of Briggs & Stratton Warranty Certified oils for best performance. Other high-quality detergent oils are acceptable if classified for service SF, SG, SH, SJ or higher. Do not use special additives.

Outdoor temperatures determine the proper oil viscosity for the engine. Use the chart to select the best viscosity for the outdoor temperature range expected.



* Below 40 °F (4 °C) the use of SAE 30 will result in hard starting.

** Above 80 °F (27 °C) the use of 10W-30 may cause increased oil consumption. Check oil level more frequently.

How To Check/Add Oil - Figure ②

Before adding or checking the oil

- ☑ Place engine level.
- ☑ Clean the oil fill area of any debris.
- 1. Remove the dipstick (A) and wipe with a clean cloth (Figure 2).
- 2. Insert and tighten the dipstick.
- 3. Remove the dipstick and check the oil level. It should be at the top of the full indicator (B) on the dipstick.
- 4. If low, add oil slowly into the engine oil fill (C). Do not overfill. After adding oil, wait one minute and then recheck the oil level.
- 5. Replace and tighten the dipstick.

Low Oil Protection System (if equipped)

Some engines are equipped with a low oil sensor. If the oil is low, the sensor will either activate a warning light or stop the engine. Stop the engine and follow these steps before restarting the engine.

- ☑ Make sure the engine is level.
- ☑ Check the oil level. See the How To Check/Add Oil section.
- ☑ If the oil level is low, add the proper amount of oil. Start the engine and make sure the warning light (if equipped) is not activated.
- ☑ If the oil level is not low, do not start the engine. Contact an Authorized Briggs & Stratton Dealer to have the oil problem corrected.

Fuel Recommendations

Fuel must meet these requirements:

- ☑ Clean, fresh, unleaded gasoline.
- ☑ A minimum of 87 octane/87 AKI (91 RON). High altitude use, see below.
- ☑ Gasoline with up to 10% ethanol (gasohol) is acceptable.

CAUTION: Do not use unapproved gasolines, such as E15 and E85. Do not mix oil in gasoline or modify the engine to run on alternate fuels. Use of unapproved fuels will cause damage to engine components, which will not be covered under warranty.

To protect the fuel system from gum formation, mix a fuel stabilizer into the fuel. See Storage. All fuel is not the same. If starting or performance problems occur, change fuel providers or change brands. This engine is certified to operate on gasoline. The emissions control system for this engine is EM (Engine Modifications).

High Altitude

At altitudes over 5,000 feet (1524 meters), a minimum 85 octane/85 AKI (89 RON) gasoline is acceptable. To remain emissions compliant, high altitude adjustment is required. Operation without this adjustment will cause decreased performance, increased fuel consumption, and increased emissions. See an authorized Briggs & Stratton Dealer for high altitude adjustment information.

Operation of the engine at altitudes below 2,500 feet (762 meters) with high altitude adjustment is not recommended.

How To Add Fuel - Figure ③



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Adding Fuel

- ☑ Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- ☑ Fill fuel tank outdoors or in well-ventilated area.
- ☑ Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- ☑ Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- ☑ Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
- ☑ If fuel spills, wait until it evaporates before starting engine.

1. Clean the fuel cap area of dirt and debris. Remove the fuel cap (A, Figure 3).
2. Fill the fuel tank (B) with fuel. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck (C).
3. Reinstall the fuel cap.

How To Start The Engine



WARNING



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go. Broken bones, fractures, bruises or sprains could result.



- ☑ When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

When Starting Engine

- ☑ Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- ☑ Do not crank engine with spark plug removed.
- ☑ If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.



WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- ❑ Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- ❑ Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- ❑ DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ❑ ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.

Determine The Starting System



Before starting the engine, you must determine the type of starting system that is on your engine. Your engine will have one of the following types.

- ❑ **ReadyStart® System:** This features a temperature controlled automatic choke. It does not have a manual choke or a primer.
- ❑ **Primer System:** This features a red primer to be used for starting in cool temperatures. It does not have a manual choke.

To start your engine, follow the instructions for your type of starting system.

Note: Equipment may have remote controls. See the equipment manual for location and operation of remote controls.

ReadyStart® System - Figure 4 5

1. Check the oil level. See the How To Check/Add Oil section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 4), if equipped, to the on position.
4. Move the throttle control (C, Figure 4), if equipped, to the fast  position.
Operate the engine in the fast  position.
5. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).



6. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 4).

Note: If the engine does not start after repeated attempts, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).



WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

Primer System - Figure 5 6

1. Check the oil level. See the How To Check/Add Oil section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 6), if equipped, to the on position.
4. Move the throttle control (C, Figure 6), if equipped, to the fast  position.
Operate the engine in the fast  position.
5. Push the red primer (F) three times.
Note: Priming is usually unnecessary when restarting a warm engine.
Note: If you push the primer too many times, excessive fuel will flood the carburetor and the engine will be difficult to start.
6. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).
7. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 6).
Note: If the engine does not start after repeated attempts, repeat Steps 5, 6, and 7. If it still does not start, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).




WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

How To Stop The Engine - Figure 5 7

Release the engine stop lever (A, Figure 5)

Engine with Stop Switch: Push the stop switch (B, Figure 7) to the off position or

Engine with Throttle Control: Move the throttle control (C, Figure 7) to the stop  position.

Maintenance

NOTICE: If the engine is tipped during maintenance, the fuel tank must be empty and the spark plug side must be up. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.



WARNING: When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

NOTICE: All the components used to build this engine must remain in place for proper operation.

#1

Emissions Control

Maintenance, replacement, or repair of the emissions control devices and systems may be performed by any non-road engine repair establishment or individual. However, to obtain "no charge" emissions control service, the work must be performed by a factory authorized dealer. See the Emissions Warranty.



WARNING



Unintentional sparking can result in fire or electric shock.



Unintentional start-up can result in entanglement, traumatic amputation, or laceration.



Fire hazard

Before performing adjustments or repairs:

- ❑ Disconnect the spark plug wire and keep it away from the spark plug.
- ❑ Disconnect battery at negative terminal (only engines with electric start.)
- ❑ Use only correct tools.
- ❑ Do not tamper with governor spring, links or other parts to increase engine speed.
- ❑ Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- ❑ Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- ❑ Use approved spark plug tester.
- ❑ Do not check for spark with spark plug removed.

Maintenance Chart

First 5 Hours

- Change oil

Every 8 Hours or Daily

- Check engine oil level
- Clean area around muffler and controls
- Clean finger guard

Every 25 Hours or Annually

- Clean air filter *

Every 50 Hours or Annually

- Change engine oil
- Check muffler and spark arrester

Annually

- Replace air filter
- Replace spark plug
- Clean air cooling system *

* In dusty conditions or when airborne debris is present, clean more often.

Carburetor And Engine Speed Adjustment

Never make adjustments to the carburetor or engine speed. The carburetor was set at the factory to operate efficiently under most conditions. Do not tamper with the governor spring, linkages, or other parts to change the engine speed. If any adjustments are required contact a Briggs & Stratton Authorized Service Center for service.

NOTICE: The equipment manufacturer specifies the maximum speed for the engine as installed on the equipment. Do not exceed this speed. If you are unsure what the equipment maximum speed is, or what the engine speed is set to from the factory, contact a Briggs & Stratton Authorized Service Center for assistance. For safe and proper operation of the equipment, the engine speed should be adjusted only by a qualified service technician.

Inspect Muffler And Spark Arrester - Figure ①



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.



Severe thermal burns can occur on contact.

Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.

Remove accumulated debris from muffler area and cylinder area. Inspect the muffler (H, Figure 1) for cracks, corrosion, or other damage. Remove the spark arrester, if equipped, and inspect for damage or carbon blockage. If damage is found, install replacement parts before operating.



WARNING: Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.

How To Replace The Spark Plug - Figure ⑧

Check the gap (A, Figure 8) with a wire gauge (B). If necessary, reset the gap. Install and tighten the spark plug to the recommended torque. For gap setting or torque, see the *Specifications* section.

Note: In some areas, local law requires using a resistor spark plug to suppress ignition signals. If this engine was originally equipped with a resistor spark plug, use the same type for replacement.

How To Change The Oil - Figure ⑨ ⑩ ⑪



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

Used oil is a hazardous waste product and must be disposed of properly. Do not discard with household waste. Check with your local authorities, service center, or dealer for safe disposal/recycling facilities.

Remove Oil

The oil must be drained from the top oil fill tube (E, Figure 10).

1. With engine off but still warm, disconnect the spark plug wire (A) and keep it away from the spark plug (Figure 9).
2. Remove the dipstick (G, Figure 11).
3. When you drain the oil from the top oil fill tube (E), keep the spark plug end of the engine (F) up (Figure 10). Drain the oil into an approved container.



WARNING: When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion. To empty the fuel tank, run the engine until it stops from lack of fuel.

Add Oil

- Place engine level.
 - Clean the oil fill area of any debris.
 - See the *Specifications* section for oil capacity.
1. Remove the dipstick (G) and wipe with a clean cloth (Figure 11).
 2. Pour the oil slowly into the engine oil fill (H). Do not overfill. After adding oil, wait one minute and then check the oil level.
 3. Install and tighten the dipstick.
 4. Remove the dipstick and check the oil level. It should be at the top of the full indicator (J) on the dipstick.
 5. Install and tighten the dipstick.

How To Service The Air Filter - Figure ⑫ ⑬



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.

- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

NOTICE: Do not use pressurized air or solvents to clean the filter. Pressurized air can damage the filter and solvents will dissolve the filter.

Two types of air filter systems are shown, a *Standard* and a *High Capacity*. Determine the type installed on your engine and service as follows.

Standard Air Filter - Figure ⑫

The air cleaner system uses a foam element that can be washed and reused.


1. Open the cover (B, Figure 12).
2. Remove the foam element (C).
3. Wash the foam element in liquid detergent and water. Squeeze dry the foam element in a clean cloth.
4. Saturate the foam element with clean engine oil. To remove the excess engine oil, squeeze the foam element in a clean cloth.
5. Install the foam element (C).
6. Close the cover (B).


High Capacity Air Filter - Figure ⑬


The air cleaner system uses a pleated filter.


1. Open the cover (B, Figure 13).
2. Remove the filter (D).
3. To loosen debris, gently tap the filter on a hard surface. If the filter is excessively dirty, replace with a new filter.
4. Install the filter (D).
5. Close the cover (B).

How To Clean The Air Cooling System - Figure 14

**WARNING**

**Running engines produce heat. Engine parts, especially muffler, become extremely hot.**

**Severe thermal burns can occur on contact.**

**Combustible debris, such as leaves, grass, brush, etc. can catch fire.**


- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.


NOTICE: Do not use water to clean the engine. Water could contaminate the fuel system. Use a brush or dry cloth to clean the engine.


This is an air cooled engine. Dirt or debris can restrict air flow and cause the engine to overheat, resulting in poor performance and reduced engine life.

Use a brush or dry cloth to remove debris from the finger guard (A). Keep linkage, springs and controls (B) clean. Keep the area around and behind the muffler (C) free of any combustible debris (Figure 14).

Storage

**WARNING**

**Fuel and its vapors are extremely flammable and explosive.**

**Fire or explosion can cause severe burns or death.**

When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.

Fuel System

Fuel can become stale when stored over 30 days. Stale fuel causes acid and gum deposits to form in the fuel system or on essential carburetor parts. To keep fuel fresh, use **Briggs & Stratton Advanced Formula Fuel Treatment & Stabilizer**, available wherever Briggs & Stratton genuine service parts are sold.

For engines equipped with a **FRESH START**® fuel cap, use **Briggs & Stratton FRESH START**® available in a drip concentrate cartridge.

There is no need to drain gasoline from the engine if a fuel stabilizer is added according to instructions. Run the engine for 2 minutes to circulate the stabilizer throughout the fuel system before storage.

If gasoline in the engine has not been treated with a fuel stabilizer, it must be drained into an approved container. Run the engine until it stops from lack of fuel. The use of a fuel stabilizer in the storage container is recommended to maintain freshness.

Engine Oil

While the engine is still warm, change the engine oil.

NOTICE: Store the engine level (normal operating position). If the engine is tipped for storage, the fuel tank **must be empty** and the spark plug side **must be up**. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.

Troubleshooting

Need Assistance? Go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).

Specifications

Engine Specifications

Model	80000
Displacement	7.63 ci (125 cc)
Bore	2.362 in (60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	90000
Displacement	8.64 ci (140 cc)
Bore	2.495 in (63.40 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	093J00
Displacement	9.15 ci (150 cc)
Bore	2.583 in (65.60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Tune-up Specifications *

Model	80000, 90000, 093J00
Spark Plug Gap	0.020 in (0.51 mm)
Spark Plug Torque	180 lb-in (20 Nm)
Armature Air Gap	0.006 - 0.014 in (0.15 - 0.36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)

* Engine power will decrease 3.5% for each 1,000 feet (300 meters) above sea level and 1% for each 10° F (5.6° C) above 77° F (25° C). The engine will operate satisfactorily at an angle up to 15°. Refer to the equipment operator's manual for safe allowable operating limits on slopes.

Common Service Parts ✓

Service Part	Part Number
Air Filter, Standard	799579
Air Filter, High Capacity	798452
Oil - SAE 30	100113
Fuel Additive	5041, 5058
Resistor Spark Plug	692051
Spark Plug Wrench	19576
Spark Tester	19368

✓ We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

LIMITED WARRANTY

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country. **

STANDARD WARRANTY TERMS * A

Brand/Product Type	Consumer Use	Commercial Use
Vanguard™ ■	3 years	3 years
Commercial Turf Series™	2 years	2 years
Engines Featuring Dura-Bore™ Cast Iron Sleeve	2 years	1 year
All Other Briggs & Stratton Engines	2 years	90 days

* These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.COM or contact your Briggs & Stratton Authorized Service Dealer.

** In Australia – Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1300 274 447, or by emailing or writing to salesenquiries@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank, NSW, Australia, 2170.

▲ There is no warranty for engines on equipment used for prime power in place of a utility or for standby generators used for commercial purposes. Engines used in competitive racing or on commercial or rental tracks are not warranted.

■ Vanguard installed on standby generators: 2 years consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 2 years consumer use, 2 years commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Warranty Policy.

The warranty period begins on the date of purchase by the first retail or commercial consumer. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.

About Your Warranty

This limited warranty covers engine-related material and/or workmanship issues only, and not replacement or refund of the equipment to which the engine may be mounted. Routine maintenance, tune-ups, adjustments, or normal wear and tear are not covered under this warranty. Similarly, warranty is not applicable if the engine has been altered or modified or if the engine serial number has been defaced or removed. This warranty does not include used, reconditioned, second-hand, or demonstration equipment or engines. This warranty does not cover engine damage or performance problems caused by:

- 1 The use of parts that are not original Briggs & Stratton parts;
- 2 Operating the engine with insufficient, contaminated, or an incorrect grade of lubricating oil;
- 3 The use of contaminated or stale fuel, gasoline formulated with ethanol greater than 10%, or the use of alternative fuels such as liquefied petroleum or natural gas on engines not originally designed/manufactured by Briggs & Stratton to operate on such fuels;
- 4 Dirt which entered the engine because of improper air cleaner maintenance or re-assembly;

- 5 Striking an object with the cutter blade of a rotary lawn mower, loose or improperly installed blade adapters, impellers, or other crankshaft coupled devices, or excessive v-belt tightness;
- 6 Associated parts or assemblies such as clutches, transmissions, equipment controls, etc., which are not supplied by Briggs & Stratton;
- 7 Overheating due to grass clippings, dirt and debris, or rodent nests which plug or clog the cooling fins or flywheel area, or by operating the engine without sufficient ventilation;
- 8 Excessive vibration due to over-speeding, loose engine mounting, loose or unbalanced cutter blades or impellers, or improper coupling of equipment components to the crankshaft;
- 9 Misuse, lack of routine maintenance, shipping, handling, or warehousing of equipment, or improper engine installation.

Warranty service is available only through Briggs & Stratton Authorized Service Dealers. Locate your nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM or by calling 1-800-233-3723 (in USA).

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "F" Trim Designation
(Model-Type-Trim Representation xxxxxx xxxx Fx)

January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine/equipment. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine/equipment for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine/equipment.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, B&S will repair your engine/equipment at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years*, if any

emissions-related part on your B&S engine/equipment is defective, the part will be repaired or replaced by B&S.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- ☐ As the engine/equipment owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine/equipment, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- ☐ As the engine/equipment owner, you should however be aware that B&S may deny you warranty coverage if your engine/equipment or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- ☐ You are responsible for presenting your engine/equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine and/or B&S supplied fuel system.

- a. Fuel Metering System
 - ☐ Cold start enrichment system (soft choke)
 - ☐ Carburetor and internal parts
 - ☐ Fuel pump
 - ☐ Fuel line, fuel line fittings, clamps
 - ☐ Fuel tank, cap and tether
 - ☐ Carbon canister
- b. Air Induction System
 - ☐ Air cleaner
 - ☐ Intake manifold
 - ☐ Purge and vent line
- c. Ignition System
 - ☐ Spark plug(s)
 - ☐ Magneto ignition system
- d. Catalyst System
 - ☐ Catalytic converter
 - ☐ Exhaust manifold
 - ☐ Air injection system or pulse valve
- e. Miscellaneous Items Used in Above Systems
 - ☐ Vacuum, temperature, position, time sensitive valves and switches
 - ☐ Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to

the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- ☐ Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- ☐ Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- ☐ Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- ☐ Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The Emissions Durability Period describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the Emissions Durability Period of an engine with an intermediate rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "B" or "G" Trim Designation
(Model-Type-Trim Representation xxxxxx xxxx Bx or xxxxxx xxxx Gx)

January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies.

Where a warrantable condition exists, B&S will repair your engine at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, are warranted for two years*. If any emissions-related part on your B&S engine is defective, the part will be repaired or replaced by B&S.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- As the engine owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should however be aware that B&S may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine.

- Fuel Metering System**
 - Cold start enrichment system (soft choke)
 - Carburetor and internal parts
 - Fuel pump
- Air Induction System**
 - Air cleaner
 - Intake manifold
- Ignition System**
 - Spark plug(s)
 - Magneto ignition system
- Catalyst System**
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse valve
- Miscellaneous Items Used in Above Systems**
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information
On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **Intermediate** rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The **Emissions Compliance Period** referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

Kulschinsky, Edward

From: doering.traci@basco.com on behalf of Hanz, Patricia <hanz.patricia@basco.com>
Sent: Monday, October 19, 2015 5:41 PM
To: dhaltiwanger@rpwb.com
Cc: Patricia Hanz; Guerry, William M.; taylorwm@dhec.sc.gov; scag@scag.gov; angela.e.radel@lowes.com; 'Larry Muscarella; Heather.Ross@mtproducts.com; Belser, Evan; Brooks, Phillip
Subject: Notice of Intent to File Citizen Suit
Attachments: 20151019162948.pdf; 20151019163010.pdf

Dear Mr. Haltiwanger,

On behalf of Briggs & Stratton Corporation, enclosed is a comprehensive response to your Notice of Intent to File a Citizen Suit against Briggs & Stratton. Briggs & Stratton is proactively and transparently providing you this information so that you and your client can make a better informed decision. I am sending out to you today a hard copy of the enclosed letter and attachments via FedEx.

Please let me know if you have any questions or if I can be of any assistance in constructively resolving the concerns you've raised in a manner that fully responds to the enclosed documentation.

--

Patricia Hanz

Deputy General Counsel

Briggs & Stratton Corporation

P.O. Box 702

Milwaukee, WI 53201-0702

Hanz.patricia@basco.com

Office: 414-256-1198

Cell: 414-881-7370



Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, N.W.
12th Floor
Washington, D.C. 20006

TEL 202 659 6600
FAX 202 659 6699
www.eckertseamans.com

Michael A. Wiegard
Direct Dial: 202.659.6603
mwiegard@eckertseamans.com

October 16, 2015

VIA E-MAIL AND FEDEX

Daniel S. Haltiwanger, Esq.
Richardson, Patrick, Westbrook & Brickman, LLC
1730 Jackson Street
Barnwell, SC 29812

Re: Notice of Intent to Sue Kawasaki Motors Corp., U.S.A.

Dear Mr. Haltiwanger:

This letter responds to your August 19, 2015 Notice of Intent ("Notice") regarding the intended filing by the South Carolina Clean Air Initiative ("SCCAI") of a citizen suit under §304 of the Clean Air Act ("CAA"), 42 U.S.C. §7604, against this firm's client Kawasaki Motors Corp., U.S.A. ("Kawasaki") for alleged violations of the CAA. Kawasaki is committed to complying fully with all applicable environmental requirements regarding its products. The company correspondingly reviews and considers any legitimate compliance concerns that arise from whatever source. As demonstrated below, a review and analysis of the allegations against Kawasaki set forth in the Notice shows that they are without merit and that the underlying factual contentions are erroneous. It is therefore incumbent upon you and your client to elect not to proceed to file such a baseless CAA citizen suit against Kawasaki.

Analysis of Allegations

The following is a brief response to your claims in the Notice that Kawasaki's Emission Control System Warranty and Owners Manual for its FJ180V 4-stroke air-cooled gasoline engine are deficient:

1. Kawasaki's warranty violates 40 C.F.R. §1054.125(f) *Source of parts and repairs.*

40 C.F.R. 1054.125(f)(1) provides as follows:

You may disregard the requirements in this paragraph (f) if you do one of two things: (1) provide a component or service without charge under the purchase agreement; (2) get us to waive this provision in the public interest by convincing us the engine will work properly only with the identified component or service.

The Kawasaki Emission Control System Warranty specifically provides that diagnostic labor associated with a defective emission-related part as well as the repair or replacement of any such part will be done at no charge to the owner at an authorized Kawasaki dealer. Under the clear terms of the regulation, the requirements of 40 C.F.R. 1054.125(f) thus do not apply to Kawasaki, and this allegation is baseless.

Nonetheless, it should be noted that the following statement appears on the first page of Kawasaki's written maintenance instructions (page 15 of the Owners Manual):

Maintenance, replacement or repair of the emission control devices and systems may be performed by any non-road engine repair establishment or individual.

2. Kawasaki's warranty also violates 40 C.F.R. §1068.101(b)(6) *Warranty, recall and maintenance instructions.*

As you note, this regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems (Emphasis added).

As noted in response to allegation 1 above, 40 C.F.R. 1054.125(f)(1) specifically provides that an engine manufacturer may disregard this prohibition, as it likewise appears in 40 C.F.R. §1054.125(f), if like Kawasaki, it is providing repair or replacement

of warranted components and related labor without charge to the customer at authorized dealers. This allegation is therefore similarly without merit.

3. Kawasaki's warranty on the mower also violates 40 C.F.R. §1054.115(c) *Altitude adjustments*

High altitude performance adjustment information is provided at page 4 of the Kawasaki Owner's Manual for the FJ180V engine. In particular, this includes a specific statement that to improve emission control performance of engines operated above 3,300 ft. (1,000 meters), Kawasaki recommends EPA and CARB-approved modification in the form of installation of a high altitude adjustment kit. Kawasaki has self-disclosed to EPA pursuant to agency's audit policy that it is improving specific language in its Owner's Manual relating to the possible effects of operating the engine with the wrong engine configuration at a given altitude. This allegation is likewise without merit.

4. Kawasaki's Limited Warranty for the Four Cycle Engine violates 40 C.F.R. §1054.120(e).

40 C.F.R. §1054.120(e) reads as follows:

Owners Manual. Describe in the owners manual the emission-related warranty provisions from this section that apply to the engine. Include instructions for obtaining service consistent with the requirements of paragraph (f) of this section.

The allegation is apparently that the Emission Control System Warranty provided by Kawasaki is not part of the owners manual and further, that the Limited Warranty for the Four Cycle Engine somehow contradicts the existence of the Emission Control System Warranty.

40 C.F.R. §1054.801 defines ("Owners manual") as follows:

Owners manual means a document or collection of documents prepared by the engine manufacturer for the owner or operator to describe appropriate engine maintenance, applicable warranties, and any other information related to operating or keeping the engine. The owners manual is typically provided to the ultimate purchaser of the time of sale. The owners manual may be in paper or electronic format.

The Kawasaki Emission Control System Warranty is one of the documents provided to the ultimate purchaser at the time of sale, and thus is by definition part of the owners manual, thereby meeting the requirements of 40 C.F.R. §1054.120(e). This allegation is baseless.

5. The Kawasaki Limited Warranty Four Cycle Engine violates 40 C.F.R. §1054.125(f), *Source of parts and repairs*.

As explained in response to allegation 1 above, 40 C.F.R. §1054.125(f)(1) specifically provides that the requirements of this paragraph do not apply if the engine manufacturer provides emission-related component repair or replacement and related labor without charge to the customer. As previously noted, this is precisely what Kawasaki does by providing emission component warranty repairs and service without charge through its authorized dealers. This allegation is therefore also baseless.

6. Kawasaki's Limited Warranty Four Cycle Engine also violates 40 C.F.R. §1068.101(b)(6) *Warranty recall and maintenance instructions*.

As noted in response to allegation 2 above, this section begins with "except as specifically provided by regulation . . ." 40 C.F.R. §1054.125(f)(1) specifically provides that an engine manufacturer may disregard the referenced prohibition, as it likewise appears in 40 C.F.R. §1054.125(f), if like Kawasaki, it provides emission-related component repair or replacement and related labor to the customer free of charge at authorized dealers. This allegation is similarly baseless.

7. The Kawasaki Limited Warranty Four Cycle Engine also violates 40 C.F.R. §1054.120(a) *General requirements*:

40 C.F.R. §1054.120 is entitled "What emission-related warranty requirements apply to me?" This section of the regulation therefore applies to the Kawasaki Emission Control System Warranty rather than the Kawasaki Limited Warranty Four Cycle Engine. Subsection (a) then goes on to state "you must warrant to the ultimate purchaser and each subsequent purchaser that the new engine, including all parts of its emission system, meets two conditions. . ." (Emphasis added).

In accordance with this requirement, the Kawasaki Emission Control System Warranty specifically states that "Kawasaki warrants to the ultimate purchaser and each subsequent purchaser" that the engine conforms with all applicable regulations and is free

from defects. (Emphasis added). The Emission Control System Warranty accordingly clearly fulfills this requirement, and the allegation thus is baseless.

8. Kawasaki's warranty violates 40 C.F.R. §1054.120(f)(1) *Requirements related to warranty claims*:

As noted above, 40 C.F.R. §1054.120 is entitled "What emission-related warranty requirements apply to me?" and thus applies to the Kawasaki Emission Control System Warranty rather than the Kawasaki Limited Warranty Four Cycle Engine. 40 C.F.R. §1054.120(f)(1) requires that the engine manufacturer "provide and monitor a toll-free telephone number and an e-mail address" for owners to receive information about how to make a warranty claim and how to make arrangements for authorized repairs.

In accordance with this requirement, Kawasaki's Emission Control System Warranty provides the following toll-free telephone number to receive information about warranty claims: (877) 364-6404. The Emission Control System Warranty also provides the following e-mail address for customers to contact in order to receive warranty claim information: kawpower-website@kmc-usa.com. The Kawasaki Emission Control System Warranty is accordingly fully compliant with these requirements in the regulations, and the allegation is therefore baseless.

Reasons for Deciding Not to File a Citizen Suit Against Kawasaki

Pursuant to Rule 11 of Federal Rules of Civil Procedure, by filing a complaint with the court, an attorney certifies that to the best of his knowledge, information and belief formed after an inquiry reasonable under the circumstances, the claims are warranted by a nonfrivolous argument and the factual contentions have evidentiary support. F.R.C.P. 11(b)(2) and (3). As demonstrated above, the allegations presented in the Notice are entirely without merit, and thus frivolous. Moreover, the factual contentions underlying the allegations not only lack evidentiary support, but also are flatly untrue.

You are therefore on notice that filing a complaint against Kawasaki which contains these allegations and factual contentions would constitute a violation of Rule 11(b). As you know, the Court may impose an appropriate sanction for such a violation, including an award of attorneys' fees to the other party. In addition, the CAA citizen suit provision itself allows for the recovery of attorneys' fees by any party, whenever the court determines such an award is appropriate. 42 U.S.C. §7604(d).

A court has recently awarded substantial attorneys' fees to the defendant in a citizen suit case after determining that the claims were frivolous from the beginning and that the plaintiff was so informed prior to filing the law suit. See Sierra Club v. Energy Future Holdings Corp., No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tex. Aug. 29, 2014).

Finally, any publication, as in a press or media release, of false statements regarding Kawasaki having violated environmental regulations which result in injury to the company's reputation and business with its dealers and customers would give rise to a counterclaim for defamation. See Erickson v. Jones Street Publishers LLC, 368 S.C. 444 (S.C. 2006).

For the reasons set forth in this letter, I urge you and your client to carefully consider the foregoing analysis and decide not to file a baseless and vexatious citizen suit against Kawasaki for non-existent CAA violations.

Sincerely,



Michael A. Wiegard
Counsel for Kawasaki Motors Corp., U.S.A.

cc: Evan Belser, Chief, Mobile Source Enforcement Branch, EPA

Kulschinsky, Edward

From: Michael A. Wiegard <MWiegard@eckertseamans.com>
Sent: Friday, October 16, 2015 2:51 PM
To: dhaltiwanger@rpwb.com
Cc: Belser, Evan
Subject: Response to Notice of Intent to Sue Kawasaki Motors Corp., U.S.A.
Attachments: LETTER TO DANIEL S HALTIWANGER ESQ (N0229556).pdf

Please see the attached letter responding to your August 19, 2015 Notice of Intent to sue this firm's client Kawasaki Motors Corp., U.S.A. for alleged violations of the Clean Air Act.

Michael A. Wiegard, Esq.
ECKERT SEAMANS CHERIN & MELLOTT, LLC

1717 Pennsylvania Avenue, N.W. • 12th Floor • Washington, DC 20006
Direct (202) 659-6603
mwiegard@eckertseamans.com

This e-mail message and any files transmitted with it are subject to attorney-client privilege and contain confidential information intended only for the person(s) to whom this email message is addressed. If you have received this e-mail message in error, please notify the sender immediately by telephone or e-mail and destroy the original message without making a copy. Thank you.

Neither this information block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Kulschinsky, Edward

From: Kulschinsky, Edward
Sent: Wednesday, October 21, 2015 10:34 AM
To: [REDACTED]
Cc: Belser, Evan
Subject: [REDACTED]

Hello [REDACTED]

I'm writing to acknowledge receipt [REDACTED] submitted on behalf of your client
[REDACTED]

Thank you,

Ed Kulschinsky
Attorney-Advisor
Mobile Source Enforcement Branch
Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
[202-564-4133](tel:202-564-4133)
kulschinsky.edward@epa.gov

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Kulschinsky, Edward

From: Guerry, William M. <WGuerry@KelleyDrye.com>
Sent: Friday, October 16, 2015 2:13 PM
To: 'dhaltiwanger@rpwb.com'
Cc: 'taylorwm@dhec.sc.gov'; 'scag@scag.gov'; 'angela.e.radel@lowes.com'; 'Patty Hanz'; 'Larry Muscarella'; 'Heather.Ross@mtdproducts.com'; Belser, Evan; Brooks, Phillip
Subject: MTD Response to August 19th Citizen Suit Notice of Intent Letter
Attachments: DC01-#1431001-v2-MTD_Response_for_60-day_Notice_Response_101615.pdf; Ltr to EPA re. MTD Briggs & Stratton and Lowes.pdf; MTD's Operator's Manual.pdf; Briggs Operator's Manual.pdf

Dear Mr. Haltiwanger,

On behalf of MTD Products, Inc., enclosed is a comprehensive response to your Notice of Intent to File a Citizen Suit against MTD. MTD is proactively and transparently providing you with this information so that you and your client can make a better informed decision. I am sending out to you today a hard copy of the enclosed letter and attachments via Federal Express.

Please let me know if you have any questions or if I can be of any assistance in constructively resolving the concerns you've raised in a manner that fully responds to the enclosed documentation.

Respectfully,
Bill Guerry



William Guerry
Environmental Section Chair

Kelley Drye & Warren LLP
Washington Harbour, Suite 400
3050 K Street, NW, Washington, DC 20007
o: (202) 342-8858 | m: (301) 318-8719
wguerry@kelleydrye.com
[Website](#)



The information contained in this E-mail message is privileged, confidential, and may be protected from disclosure; please be aware that any other use, printing, copying, disclosure or dissemination of this communication may be subject to legal restriction or sanction. If you think that you have received this E-mail message in error, please reply to the sender.

This E-mail message and any attachments have been scanned for viruses and are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened. However, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Kelley Drye & Warren LLP for any loss or damage arising in any way from its use.



(fi) *Käyttäjän käsikirja*

(fr) *Manuel de l'opérateur*

(it) *Manuale dell'Operatore*

(nl) *Gebruiksaanwijzing*

(no) *Brukerhåndbok*

(pt) *Manual do Operador*

(sv) *Instruktionsbok*

(en) *Operator's Manual*

(da) *Betjeningsvejledning*

(de) *Bedienungsanleitung*

(el) *Εγχειρίδιο Χρήσης*

(es) *Manual del Operario*

Model 80000

300 Series™

450 Series™

Model 90000

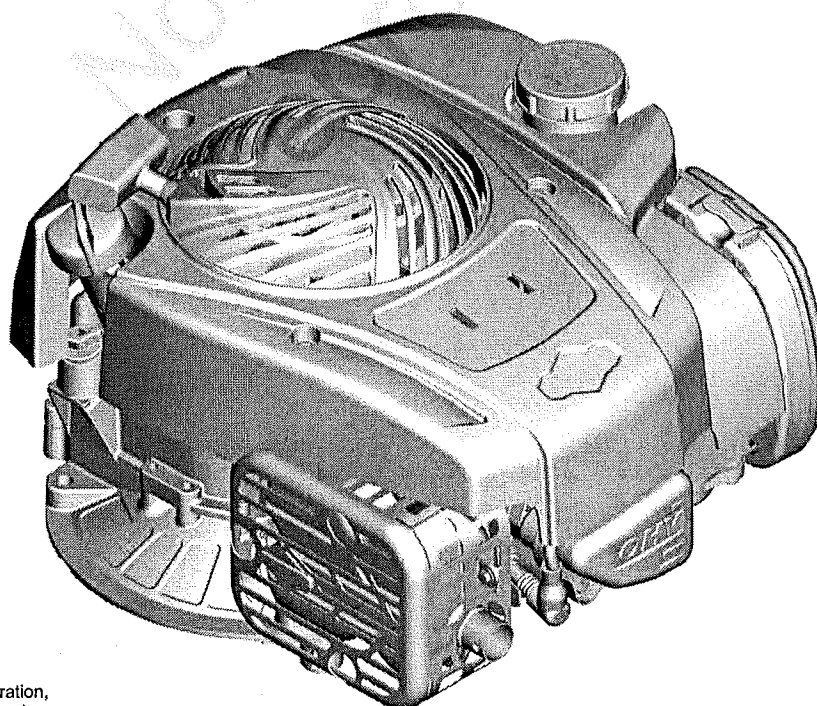
500 Series™

550 Series™

575 Series™

600 Series™

625 Series™



Copyright © Briggs & Stratton Corporation,
Milwaukee, WI, USA. All rights reserved.
Briggs & Stratton is a registered trademark
of Briggs & Stratton Corporation.

Form No. 80006730WST
Revision: B

Model: 90000	
Armature Air Gap	0.006 - 0.014 in (0,15 - 0,36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0,10 - 0,20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0,10 - 0,20 mm)

Model: 093J00	
Displacement	9.15 ci (150 cc)
Bore	2.583 in (65,60 mm)
Stroke	1.75 in (44,45 mm)
Oil Capacity	15 oz (0,44 L)
Spark Plug Gap	0.020 in (0,51 mm)
Spark Plug Torque	180 lb-in (20 Nm)
Armature Air Gap	0.006 - 0.014 in (0,15 - 0,36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0,10 - 0,20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0,10 - 0,20 mm)

Engine power will decrease 3.5% for each 1,000 feet (300 meters) above sea level and 1% for each 10° F (5.6° C) above 77° F (25° C). The engine will operate satisfactorily at an angle up to 15°. Refer to the equipment operator's manual for safe allowable operating limits on slopes.

Service Parts - Model: 80000, 90000, 093J00	
Service Part	Part Number
Air Filter, Foam	799579
Air Filter, Paper	798452
Oil - SAE 30	100113
Fuel Additive	100117, 100120
Resistor Spark Plug	692051
Spark Plug Wrench	19576
Spark Tester	19368

We recommend that you see any Briggs & Stratton Authorized Service Dealer for all maintenance and service of the engine and engine parts.

Power Ratings: The gross power rating for individual gasoline engine models is labeled in accordance with SAE (Society of Automotive Engineers) code J1940 Small Engine Power & Torque Rating Procedure, and is rated in accordance with SAE J1995. Torque values are derived at 2600 RPM for those engines with "rpm" called out on the label and 3060 RPM for all others; horsepower values are derived at 3600 RPM. The gross power curves can be viewed at www.BRIGGSandSTRATTON.COM. Net power values are taken with exhaust and air cleaner installed whereas gross power values are collected without these attachments. Actual gross engine power will be higher than net engine power and is affected by, among other things, ambient operating conditions and engine-to-engine variability. Given the wide array of products on which engines are placed, the gasoline engine may not develop the rated gross power when used in a given piece of power equipment. This difference is due to a variety of factors including, but not limited to, the variety of engine components (air cleaner, exhaust, charging, cooling, carburetor, fuel pump, etc.), application limitations, ambient operating conditions (temperature, humidity, altitude), and engine-to-engine variability. Due to manufacturing and capacity limitations, Briggs & Stratton may substitute an engine of higher rated power for this engine.

Warranty

Briggs & Stratton Engine Warranty

Effective January 2014

Limited Warranty

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some

states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country ⁴.

Standard Warranty Terms ^{1, 2}		
Brand / Product Name	Consumer Use	Commercial Use
Vanguard™ ³	36 months	36 months
Commercial Turf Series™	24 months	24 months
Engines Featuring Dura-Bore™ Cast Iron Sleeve	24 months	12 months
All Other Briggs & Stratton Engines	24 months	3 months

¹ These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.com or contact your Briggs & Stratton Authorized Service Dealer.

² There is no warranty for engines on equipment used for prime power in place of a utility or for standby generators used for commercial purposes. Engines used in competitive racing or on commercial or rental tracks are not warranted.

³ Vanguard installed on standby generators: 24 months consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 24 months consumer use, 24 months commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Warranty Policy.

⁴ In Australia - Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1300 274 447, or by emailing or writing to salesenquiries@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank, NSW, Australia, 2170.

The warranty period begins on the date of purchase by the first retail or commercial consumer. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.

About Your Warranty

This limited warranty covers engine-related material and/or workmanship issues only, and not replacement or refund of the equipment to which the engine may be mounted. Routine maintenance, tune-ups, adjustments, or normal wear and tear are not covered under this warranty. Similarly, warranty is not applicable if the engine has been altered or modified or if the engine serial number has been defaced or removed. This warranty does not include used, reconditioned, second-hand, or demonstration equipment or engines. This warranty does not cover engine damage or performance problems caused by:

1. The use of parts that are not original Briggs & Stratton parts;
2. Operating the engine with insufficient, contaminated, or an incorrect grade of lubricating oil;
3. The use of contaminated or stale fuel, gasoline formulated with ethanol greater than 10%, or the use of alternative fuels such as liquefied petroleum or natural gas on engines not originally designed/manufactured by Briggs & Stratton to operate on such fuels;
4. Dirt which entered the engine because of improper air cleaner maintenance or re-assembly;
5. Striking an object with the cutter blade of a rotary lawn mower, loose or improperly installed blade adapters, impellers, or other crankshaft coupled devices, or excessive v-belt tightness;
6. Associated parts or assemblies such as clutches, transmissions, equipment controls, etc., which are not supplied by Briggs & Stratton;
7. Overheating due to grass clippings, dirt and debris, or rodent nests which plug or clog the cooling fins or flywheel area, or by operating the engine without sufficient ventilation;
8. Excessive vibration due to over-speeding, loose engine mounting, loose or unbalanced cutter blades or impellers, or improper coupling of equipment components to the crankshaft;
9. Misuse, lack of routine maintenance, shipping, handling, or warehousing of equipment, or improper engine installation.

Warranty service is available only through Briggs & Stratton Authorized Service Dealers. Locate your nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM or by calling 1-800-233-3723 (in USA).

Briggs & Stratton Emissions Warranty

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement - Your Warranty Rights and Obligations

For Briggs & Stratton Engine Models with "F" Trim Designation (Model-Type-Trim Representation xxxxxx xxxx Fx)

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2016 engine/equipment. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine/equipment for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine/equipment.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, B&S will repair your engine/equipment at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years, or for the time period listed in the respective engine or product warranty statement, whichever is greater. If any emissions-related part on your B&S engine/equipment is defective, the part will be repaired or replaced by B&S.

Owner's Warranty Responsibilities:

- As the engine/equipment owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine/equipment, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine/equipment owner, you should however be aware that B&S may deny you warranty coverage if your engine/equipment or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine/equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

- Warranted Emissions Parts**
Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine and/or B&S supplied fuel system.
 - Fuel Metering System**
 - Cold start enrichment system (soft choke)
 - Carburetor or fuel injection system
 - Oxygen sensor
 - Electronic control unit
 - Fuel pump module
 - Fuel line, fuel line fittings, clamps
 - Fuel tank, cap and tether
 - Carbon canister
 - Air Induction System**
 - Air cleaner
 - Intake manifold
 - Purge and vent line

- Ignition System**
 - Spark plug(s)
 - Magneto ignition system
 - Catalyst System**
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse valve
 - Miscellaneous Items Used in Above Systems**
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies
- Length of Coverage**
Coverage is for a period of two years from date of original purchase, or for the time period listed in the respective engine or product warranty statement, whichever is greater. B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

The warranty on emissions-related parts is as follows:

 - Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
 - Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
 - Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
 - Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.
 - Consequential Coverage**
Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.
 - Claims and Coverage Exclusions**
Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the Emissions Durability Period of an engine with an intermediate rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

80008256 (Rev C)

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement - Your Warranty Rights and Obligations

For Briggs & Stratton Engine Models with "B" or "G" Trim Designation (Model-Type-Trim Representation xxxxxx xxxx Bx or xxxxxx xxxx Gx)

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2016 engine. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies.

Where a warrantable condition exists, B&S will repair your engine at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years, or for the time period listed in the respective engine or product warranty statement, whichever is greater. If any emissions-related part on your B&S engine is defective, the part will be repaired or replaced by B&S.

Owner's Warranty Responsibilities:

- As the engine owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should however be aware that B&S may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts
Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine.
 - a. Fuel Metering System

- Cold start enrichment system (soft choke)
 - Carburetor or fuel injection system
 - Oxygen sensor
 - Electronic control unit
 - Fuel pump module
- b. Air Induction System
 - Air cleaner
 - Intake manifold
- c. Ignition System
 - Spark plug(s)
 - Magneto ignition system
- d. Catalyst System
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse value
- e. Miscellaneous Items Used in Above Systems
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies

2. Length of Coverage

Coverage is for a period of two years from date of original purchase, or for the time period listed in the respective engine or product warranty statement, whichever is greater. B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
 - Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
 - Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
 - Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.
3. Consequential Coverage
Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.
 4. Claims and Coverage Exclusions
Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The Emissions Durability Period describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **intermediate** rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

80008114 (Rev C)

Not for
Reproduction

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

3050 K STREET, NW

WASHINGTON, DC 20007

(202) 342-8400

FACSIMILE

(202) 342-8451

www.kelleydrye.com

WILLIAM M. GUERRY

DIRECT LINE: (202) 342-8858

EMAIL: wguerry@kelleydrye.com

NEW YORK, NY
LOS ANGELES, CA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICE
MUMBAI, INDIA

October 16, 2015

Mr. Daniel Haltiwanger
Richardson Patrick, Westbrook & Brickman LLC
1730 Jackson Street
Barnwell, SC 29812

Re: Notice of Intent to Sue MTD dated August 19, 2015

Dear Mr. Haltiwanger:

MTD Products Inc (“MTD”) is in receipt of your enclosed correspondence to the U.S. Environmental Protection Agency regarding the potential Citizen Suit action against MTD and others. MTD is proactively and transparently providing you with all this information so that you and the South Carolina Clean Air Initiative (SCCAI) can make a well-informed decision and elect not to file a judicial complaint against MTD, Lowe’s or Briggs & Stratton in general, and my client MTD in particular, for all the reasons set forth in this letter.

I. Overview

In your letter, the only MTD product that you refer to is a Bolens 125cc gas push mower with an engine and evaporative fuel system manufactured and emission-certified with US EPA by Briggs & Stratton.

Briggs & Stratton produces a separate and distinct operators’ manual for its engines that are used to power the MTD push mower. Briggs & Stratton includes in its operators’ manual—a standard, engine, commercial warranty, and a separate and specific EPA “emissions warranty.” This “emissions warranty” includes all the information and provisions that are required by US EPA and the California Air and Resources Board (CARB). In fact, Briggs & Stratton’s “emission’s warranty” is approved by CARB and EPA in each engine family’s certification application on a model year basis.

MTD issues its own distinct and entirely separate general commercial, (non-emissions), product Warranty for the Bolens lawn mower. MTD clearly states in the second paragraph of this

KELLEY DRYE & WARREN LLP

Product Warranty that the consumer is provided with a separate Emissions Warranty packaged in the box with the mower at the time of purchase. As you obviously know, but try to intentionally obfuscate, the MTD standard, commercial warranty has no connection to the EPA emission warranty issued by Briggs & Stratton. Consequently, the separate operator's manual produced by MTD for the mower appropriately does not contain any provisions relating to the EPA certification or emission warranty obligations.

Attached to this correspondence are the following general commercial and emission warranty statements associated with the MTD-Bolens walk behind mower equipped with a 125cc Briggs & Stratton engine.

1. The separate product (non-emission related) warranty issued by MTD
2. The separate engine (non-emission related) warranty issued by Briggs & Stratton
3. The separate emission warranty (for both exhaust and evaporative emissions) issued by Briggs & Stratton as the certifying manufacturer

Additionally, embedded below is a photograph of the Emission Control Information label appearing on a Model Year 2015 125 cc Briggs & Stratton engine like the one used on the Bolens push mower:



II. Invalid Allegations Against MTD

You claim (under the heading “EMISSION WARRANTY VIOLATIONS”) in your Notice of Intent letter:

*Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires **certifying** manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations during the specified warranty period. (Emphasis added)*

In your correspondence, you acknowledge the “certifying manufacturer” is the responsible and liable party under the CAA. While the term “certifying manufacturer” is not defined in the CFR, “certification” is, and at 40 CFR 1054.801 it states: *Certification means relating to the process of obtaining a certificate of conformity for an emission family that complies with the emission standards and requirements in this part.* Simply stated, the entity that has the Certificate of Conformity is the entity that has the CAA responsibilities. In this case, Briggs & Stratton, not MTD or Lowes, applies for and obtains a Certificate of Conformity, is the holder of the Certificate of Conformity, and is clearly the “certifying manufacturer” as the label above demonstrates.

On October 15, 2015—in response to your correspondence, I had phone conversations with several Senior EPA Managers in EPA’s Office of Transportation and Air Quality (OTAQ). These EPA experts are the most knowledgeable Agency experts, who for many years have developed and/or overseen the implementation of EPA’s Certification and Compliance Requirements for Small Spark-Ignited Engines. In these recent conversations, all the EPA experts confirmed that any general commercial warranty is not subject to any EPA or CAA Regulations or requirements, and that such requirements only apply to the separate EPA “emission warranty.” In these recent phone conversations, all these EPA managers consistently also confirmed that in 40 CFR §1068.115 that EPA explicitly clarified which specific entity is responsible (across all of EPA’s non-road regulatory programs) for all aspects of EPA compliance, including the EPA emissions warranty requirements. That section cites to section 207 of the Federal Clean Air Act as requiring the “*certifying manufacturer*” to warrant to purchasers that their engines/equipment are compliant and free from defects in materials and workmanship. On my recent calls, these EPA experts explained to me that they chose to use the term “certifying manufacturer” to exclusively mean the manufacturer of the engine that certified the affected engine family—as opposed to a non-integrated, OEM that merely purchases and did not manufacture or certify the engine or fuel system.

The EPA experts that I recently spoke with also identified other provisions of the 40 CFR which specify that the small engine manufacturer is the responsible “certifying manufacturer” for all engine compliance requirements. For example, 40 CF 1054.20, entitled “*Who is responsible for compliance?*” explicitly states:

The requirements of this part are generally addressed to manufacturers subject to this part's requirements. The term “you” generally means the certifying

*manufacturer. For provisions related to exhaust emissions, this generally means the engine manufacturer, especially for issues related to certification (including production-line testing, reporting, etc.). For provisions related to certification with respect to evaporative emissions, this generally means the equipment manufacturer. Equipment manufacturers must meet applicable requirements as described in §1054.20. **Engine manufacturers that assemble an engine's complete fuel system are considered to be the equipment manufacturer with respect to evaporative emissions (see 40 CFR 1060.5).** (Emphasis added)*

Briggs & Stratton also assembles and certifies the engine's fuel system when the engine is manufactured. In this case, Briggs & Stratton is also responsible for all certification issues such as the production-line testing and reporting.

Furthermore, from the exhaust specific regulations, 40 CFR § 1054.120, entitled "What emission-related warranty requirements apply to me?" clarifies this understanding, and reads, in relevant part:

*The requirements of this section apply to the **manufacturer certifying** with respect to exhaust emissions. See 40 CFR part 1060 for the warranty requirements related to evaporative emissions.*

*(a) General requirements. **You** must warrant to the ultimate purchaser...that the new engine, including all parts of its emission control system, meets two conditions..... (Emphasis added)*

Likewise, for the evaporative specific regulations, 40 CFR § 1060.120, entitled "What emission-related warranty requirements apply?" similarly reads, in relevant part:

*General requirements. The **certifying manufacturer** must warrant to the ultimate purchaser and each subsequent purchaser that the new nonroad equipment, including its evaporative emission control system, meets two conditions..... (Emphasis added)*

In this case, Briggs & Stratton exclusively provides all the emission(s) warranties for both the exhaust and evaporative requirements. Accordingly, any alleged emission warranty violation can only be attributable to the certifying manufacturer, which is not MTD.

Your statements that "MTD may argue that its warranty is in addition to the warranty offered by Briggs & Stratton for the mower. Nothing in the CAA regulations allow for a manufacturer such as MTD to pass its CAA responsibilities on to a component part manufacturer...." are specious and invalid. MTD, as a non-certifying manufacturer, cannot "pass on its CAA responsibilities" as it has none to "pass on." MTD cannot pass on what it is not statutorily endowed with, and thus, cannot be allocated the responsibility of issuing emission warranty statements.

Furthermore, though it is truly a moot issue, classifying Briggs & Stratton as a “component part manufacturer” completely ignores the definitions throughout the CFR. Note that 40 CFR 1054.801 defines “engine manufacturer” –as the manufacturer of the engine. Furthermore, 40 CFR 1060 clearly distinguishes evaporative manufacturers and component part manufacturers (i.e., companies that manufacture parts such as fuel hoses, lines, and tanks).

I trust once you have had the opportunity to thoroughly review the CAA, as well as the relevant regulations per the CFR (namely, 40 CFR sections 1054, 1060, and 1068) you will agree that emission related warranty obligations are imposed upon the certifying manufacturer, and not finished goods consumer product manufacturers (like MTD) or retailers such as Lowe’s. Just as MTD is not a certifying manufacturer, neither is Lowe’s. Your other claims against MTD (i.e., altitude kits, warranty periods, emission warranty claims) are similarly invalid and without merit.

Further, I believe that the Briggs & Stratton will soon readily demonstrate and document that its emission warranty is in compliance with all the requirements of the CAA and that Briggs & Stratton has fulfilled all of its other obligations as the certifying manufacturer.

III. SCCAI Lacks Standing

In your letter, you failed to identify the members of the South Carolina Clean Air Initiative (SCCAI) or explain how they have been somehow harmed—even if all your allegations were valid. It is clear that SCCAI does not have standing because it has not been directly injured by any of the alleged CAA violations.

If you file your complaint against MTD (and/or Lowe’s) for violation of the CAA, MTD respectfully plans to immediately file a Motion to Dismiss your complaint for lack of standing. Although Section 304 of the CAA, 42 U.S.C. § 7604(a), allows “any person [to] commence a civil action on his own behalf” for violation of an emission standard or limitation under the CAA, plaintiffs who bring citizens’ suits must still demonstrate that they satisfy Article III standing. *See Raines v. Byrd*, 521 U.S. 811, 820 (1997) (“It is settled that Congress cannot erase Article III’s standing requirements by statutorily granting the right to sue to a plaintiff who would not otherwise have standing”); *LaFleur v. Whitman*, 300 F.3d 256, 269 (2d Cir. 2002) (dismissing a CAA citizens’ suit for lack of Article III standing); *Potra v. Jacobson Co.*, 2014 WL 1275594 (N.D. Ga. 2014) (dismissing a CAA citizens’ suit because the plaintiffs failed to show that they were impacted by the defendants’ conduct “in a personal and individual way”).

Accordingly, to have standing to bring this action, your client would have to show: (1) an injury in fact that is concrete, particularized, and actual or imminent; (2) that the injury is fairly traceable to MTD’s challenged conduct; and (3) that it is likely that the alleged injury will be redressed by a favorable decision. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992). It appears there is no basis on which your client will be able to make this showing for any of its claims. In fact, you have not even suggested that your client actually encountered—much less was injured or impacted by—the cited CAA violations. (I’m curious as to how a vague “Initiative” can actually use a lawn mower.)

Your client is not affected whatsoever by the alleged paperwork violations as a “citizen plaintiff,” in part, because they do not involve any “excess emissions.” A general interest is insufficient to confer Article III standing. *See Washington Env'tl. Council v. Bellon*, 732 F.3d 1131, 1147 (9th Cir. 2013) (dismissing a CAA citizens’ suit because the plaintiffs failed to satisfy *Lujan*’s causality or redressability prongs). “The relevant showing for purposes of Article III standing . . . is not injury to the environment but injury to the plaintiff.” *Families for Asbestos Compliance Testing & Safety v. City of St. Louis, Mo.*, 638 F. Supp. 2d 1117, 1125 (E.D. Mo. 2009) (citing *Friends of the Earth, Inc. v. Laidlaw Env'tl. Servs. (TOC), Inc.*, 528 U.S. 167, 169 (2000)). This very point was emphasized in *Hoewischer v. The Cedar Bend Club, Inc.*, 2013 WL 1155783 (M.D. Fla 2013), where, in an ADA serial litigation matter, the Court found that the plaintiff lacked standing to bring suit:

It hardly needs to be repeated that suits like these “undermine both the spirit and the purpose of the ADA.” *Brother*, 331 F.Supp.2d at 1375; see also *Lamb v. Charlotte Cnty.*, 429 F.Supp.2d 1302, 1310 (M.D. Fla. 2006) (collecting cases). Yet, this Court feels compelled to note once more that this “cottage industry” has turned the noble mission of the ADA into “an ongoing scheme to bilk attorney's fees” which continues to “cr[y] out for a legislative solution.” *Rodriguez*, 305 F.Supp.2d at 1280; *Brother*, 331 F.Supp.2d at 1375. This takes precious judicial resources away from the consideration of those cases in which plaintiffs with actual, concrete injuries lack meaningful access to their schools, jobs, and other local facilities. *See also Brother v. Tiger Partner, LLC*, 331. F. Supp. 2d 1368 (M.D. Fla 2004).

IV. Rule 11 Sanctions

Attorneys must make a reasonable inquiry under the circumstances and may not make factual assertions in a Federal Complaint which you know, or should know, are obviously invalid or specious. Rule 11 is quite clear on this. Federal Rule of Civil Procedure 11 directs district courts to impose sanctions against a litigant who signs frivolous or abusive pleadings. *See Clark v. Mortenson*, 93 F. App'x 643, 650 (5th Cir. 2004); *Petrano v. Old Republic Nat. Title Ins. Co.*, No. 13-11984, 2014 WL 5567779, at *2 (11th Cir. Nov. 4, 2014) (“A district court may impose monetary sanctions if a party's filings are frivolous and needlessly increase the cost of litigation”). “Most federal circuit courts agree that a litigant’s filing of a frivolous lawsuit for an improper purpose constitutes bad faith and warrants sanction.” *Galanis v. Szulik*, 841 F. Supp. 2d 456, 460 (D. Mass. 2011) (citing *Thomas v. Tenneco Packaging Co., Inc.*, 293 F.3d 1306, 1320 (11th Cir. 2002); *Lipsig v. Nat'l Student Mktg. Corp.*, 663 F.2d 178, 181 (D.C. Cir. 1980); *BDT Prods., Inc. v. Lexmark Intern., Inc.*, 602 F.3d 742, 752 (6th Cir. 2010); *B.K.B. v. Maui Police Dep't*, 276 F.3d 1091, 1108 (9th Cir. 2002); *Batson v. Neal Spelce Assocs., Inc.*, 805 F.2d 546, 550 (5th Cir. 1986); *Nemeroff v. Abelson*, 620 F.2d 339, 348 (2d Cir. 1980)). The legislative history of the CAA Citizens’ suit provisions demonstrates that Congress was concerned that the Citizens’ suit provisions should never be used for inappropriate purposes.

V. Attorney Fee Liability

There is recent precedent supporting a substantial award of attorneys' fees in these circumstances. In *Sierra Club v. Energy Future Holdings Corp.*, No. 6:12-cv-00108-WSS, ECF No. 305 (W.D. Tx. Aug. 29, 2014), the court awarded \$6.4 million in attorneys' fees in a citizen suit case brought by the Sierra Club, following an award of summary judgment in the case. The Court determined that the Sierra Club claims were frivolous from inception and that plaintiff was informed about the frivolous nature of its allegations prior to filing suit. You have been similarly informed through this letter.

VI. Defamation Exposure

Respectfully, you and your law firm (and the SCCAI and its members) should also be concerned about potential liability if you were ever to make assertions, such as in a press release, or communications to third parties, with false statements that directly harm MTD's reputation with thousands of its dealers, and millions of its commercial and consumers that purchase or service MTD products. Under South Carolina law, defamation involves the publication of a false statement to a third party that results in injury to another, including injury to one's reputation or business. See *Erickson v. Jones St. Publr's., LLC*, 368 S.C. 444, 465-66 (S.C. 2006). Compensatory damages for defamation are not limited to out-of-pocket expenses ("special damages"); they also include "general damages." *Id.* at 465 n.6. General damages "include injury to reputation ... and similar types of injuries which are not capable of definite money valuation." *Id.* See also *Fountain v. First Reliance Bank*, 398 S.C. 434, 442 (S.C. 2012).

Although I am open to conversation concerning these issues, I believe this letter is self-explanatory and that no further action on your client's behalf is justifiable or warranted as to MTD, Briggs & Stratton or Lowe's.

Sincerely,



William M. Guerry
Counsel for MTD Products Inc.

cc: Phil Brooks, EPA-OECA
Evan Belser, EPA-OECA
Marshall Taylor, SC DHEC
Alan Wilson, Esq., SC AG
Patricia Hanz, Briggs & Stratton
Angela Radel, Lowe's
Lawrence Muscarella, MTD Products Inc.
Heather Ross, MTD Products Inc.



RICHARDSON, PATRICK, **LLC**
WESTBROOK & BRICKMAN

Jena L. Borden (IL & MO only) • James C. Bradley • Michael J. Brickman • Nina Fields Britt
Elizabeth Middleton Burke • J. David Butler • Aaron R. Dias • D. Charles Dukes
Jerry Hudson Evans • H. Blair Hahn • Daniel S. Haltiwanger • Gregory A. Lofstead
Christiaan A. Marcum • Katie McElveen • Christopher J. Moore • Matthew A. Nickles
Karl E. Novak • Misty Black O'Neal • Kimberly Keevers Palmer • Charles W. Patrick, Jr.
Terry E. Richardson, Jr. • Thomas D. Rogers • A. Hoyt Rowell, III • Brady R. Thomas
T. Christopher Tuck • James L. Ward, Jr. • Edward J. Westbrook • Kenneth J. Wilson
Robert S. Wood • Of Counsel: Gordon C. Rhea (CA, DC & USVI only) David L. Suggs (MN & NY only)

DANIEL S. HALTIWANGER
DIRECT DIAL: (803) 541-7863
EMAIL: dhaltiwanger@rpwb.com

August 19, 2015

Administrator Gina McCarthy
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Re: Notice of Intent to Sue MTD, Briggs & Stratton, and Lowe's for Violations of the Clean Air Act

Dear Administrator McCarthy:

We are writing to provide notice that our client, the South Carolina Clean Air Initiative ("SCCAI"),¹ intends to file a citizen suit under section 304 of the Clean Air Act ("CAA"), 42 U.S.C. § 7604, against MTD Products Inc., commonly referred to by its brand name as MTD, and its affiliated entities (together "MTD"), Briggs & Stratton Corporation, and Lowe's (collectively "the proposed Defendants") for numerous violations of the CAA.

MTD is an American manufacturer of outdoor power equipment for the mass market. Headquartered in Cleveland, Ohio, USA, the company began in 1932 and is a family-owned, private company. MTD's brands include Bolens®, Cub Cadet, Troy-Bilt, Yard Machines, Remington, MTD®, MTD Gold®, MTD Pro®, Yard-Man®, and Yard Machines®. *See*

http://www.mtdproducts.com/equipment/company_10500_20500_-1.

Briggs & Stratton is a market leader in providing engines to the lawn and garden industry. It boasts an enviable list of OEM customers, including Ariens, John Deere, MTD and others. *See* <http://www.briggsandstratton.com/us/en/engines/lawn-mower-brands> last visited 9.15.2014. Briggs is headquartered in Wisconsin. Unfortunately, it appears that while Briggs promotes itself as environmentally friendly, *see* <http://www.basco.com/Sustainability/Reducing%20Mower%20Emissions/>, it does not meet all of its obligations under the CAA.

Lowe's Companies, Inc. (Lowe's) is a publicly traded national home retailer that has a strategic relationship with MTD and also is liable for the obligations of the CAA for MTD products. *See* EPA

¹ SCCAI can be contacted through its founder Robert Burnett at 864-449-5192 address 101 Andy Ct., Easley, SC 29642 or through the undersigned attorney.

publication OECA 325-F-013-001 “Enforcement Alert”. Lowe's (NYSE: LOW) is a FORTUNE® 100 home improvement company serving approximately 15 million customers a week in the United States, Canada and Mexico. With fiscal year 2013 sales of \$53.4 billion, Lowe's has some 1,717 stores located across 50 states of United States. See http://www.lowes.com/AboutLowe/AnnualReports/annual_report_11/corporate.html (last visited May 15, 2015).

LEGAL AUTHORITY

Section 304 of the CAA allows “any person [to] commence a civil action on his own behalf against any person who is alleged to have violated (if there is evidence that the alleged violation has been repeated) or to be in violation of (A) an emission standard or limitation under this Act or (B) an order issued by the Administrator or a State with respect to such a standard or limitation.” 42 U.S.C. §7604(a). These are commonly referred to as “citizen suits.” An “emission standard or limitation” is defined to include “a schedule or timetable of compliance, emission limitation, standard of performance or emission standard” or “any permit term or condition, and any requirement to obtain a permit as a condition of operations.” 42 U.S.C. § 7604(f)(1)-(4).

SCCAI will set forth facts in its citizen suit evidencing that the proposed Defendants have repeatedly violated and are presently in violation of an emission standard, requirement or limitation. These violations are detailed below and will be further outlined in the Complaint that will be filed in the United States District Court for the District of South Carolina. Because these alleged violations constitute violations of specific emission limitations imposed by the CAA, they may be enforced by citizen suit under section 304 of the CAA. The proposed Defendants are potentially liable for violations under section 213 of the CAA and subject to a penalty of up to \$37,500 per violation for each day of violation. Furthermore, the proposed Defendants may not seek to be indemnified by their suppliers for CAA violations under the relevant case law. See, e.g., *United States v. J & D Enterprises of Duluth*, 955 F. Supp. 1153 (D. Minn. 1997) (finding indemnity for Clean Air Act violation penalties contrary to public policy).

EMISSION WARRANTY VIOLATIONS

Section 207(a) of the Clean Air Act (42 U.S.C. § 7541(a)) requires certifying manufacturers to warrant to purchasers that their engines and equipment are designed, built, and equipped to conform at the time of sale to the applicable regulations for their full useful life. See also 42 U.S.C. § 7547(d) (incorporating the standards of § 7541 to nonroad engines and vehicles). The manufacturer must include a warranty that the engines and equipment are free from defects in materials and workmanship that would cause them to fail to conform to the applicable regulations during the specified warranty period. Several provisions in the Code of Federal Regulations specify the mode of communication of the Environmental Control System (ECS) components warranty, its content, and duration requirements for on-road and off-highway (to include marine spark-ignition) engines.

Our review of MTD's and Briggs & Stratton's warranties on several of their products has revealed that none are fully compliant with the Clean Air Act regulations. Furthermore, SCCAI recently obtained from Lowe's a Bolens 125cc Gas Push Mower with a Briggs & Stratton Engine. The mower came with owner's manuals for both the Briggs & Stratton engine and the MTD mower. Below we have detailed the most significant violations that we have discovered.

MTD

MTD's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The MTD warranty does not include the required language. Additionally, the warranty states that "Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer." The warranty clearly violates the regulatory prohibition on requiring the use of only authorized facilities.

MTD's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized facilities is a clear violation of the regulation.

MTD's warranty violates 40 C.F.R. § 1054.120(f)(1) *Requirements related to warranty claims*. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

- (1) You must provide and monitor a toll-free telephone number **and an e-mail address** for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(Emphasis added). The MTD warranty does not provide the required email address to assist in arranging warranty repairs.

MTD's warranty violates 40 C.F.R. § 1054.120(b)(1) *Warranty Period*. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of this section." Neither exception applies. The MTD warranty is limited to only one (1) year.

MTD's warranty violates 40 C.F.R. § 1054.120(a) *General Requirements*. This regulation states:

You must warrant to the ultimate purchaser **and each subsequent purchaser** that the new engine, including all parts of its emission control system, meets two conditions:

- (1) It is designed, built, and equipped so it conforms at the time of sale to the ultimate purchaser with the requirements of this part.
- (2) It is free from defects in materials and workmanship that may keep it from meeting these requirements.

(Emphasis added). The MTD warranty states: "This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift."

MTD's warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The MTD owner's manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

Briggs & Stratton

MTD may argue that its warranty is in addition to the warranty offered by Briggs & Stratton for the mower. Nothing in the CAA regulations allow for a manufacturer such as MTD to pass its CAA responsibilities onto a component manufacturer. Additionally, such reliance would be misplaced as the Briggs & Stratton warranty also has many violations of the CAA.

Briggs & Stratton's warranty violates 40 C.F.R. 1054.125(f) *Source of parts and repairs*. The regulation requires in part:

State clearly on the first page of your written maintenance instructions that a repair shop or person of the owner's choosing may maintain, replace, or repair emission control devices and systems. Your instructions may not require components or service identified by brand, trade, or corporate name. Also, do not directly or indirectly condition your warranty on a requirement that the engine be serviced by your franchised dealers or any other service establishments with which you have a commercial relationship.

The Briggs & Stratton warranty does not include the required language. Worse, the warranty states: "For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing." Additionally, the warranty states that: "This warranty does not cover engine damage or performance problems caused by... The use of parts that are not original Briggs & Stratton parts." Also, the warranty states "Warranty service is available only through Briggs & Stratton Authorized Service Dealers."

Briggs & Stratton's warranty language detailed in the previous paragraph also violates 40 C.F.R. § 1068.101(b)(6) *Warranty, recall, and maintenance instructions*. The regulation states in part:

Also, except as specifically provided by regulation, you are prohibited from directly or indirectly communicating to the ultimate purchaser or a later purchaser that the emission-related warranty is valid only if the owner has service performed at authorized facilities or only if the owner uses authorized parts, components, or systems. We may assess a civil penalty up to \$37,500 for each engine or piece of equipment in violation.

Limiting the warranty coverage to authorized service dealers and requiring the use of only Briggs & Stratton parts is a clear violation of the regulation.

Briggs & Stratton's warranty violates 40 C.F.R. § 1054.120(b)(1) *Warranty Period*. The regulations states that: "The minimum warranty period is two years except as allowed under paragraph (b)(2) or (3) of

this section.” Neither exception applies. On page 10 of the owner’s manual Briggs & Stratton set forth a chart entitled “Standard Warranty Terms”. That chart divides the terms of coverage into Consumer Use and Commercial Use. The term for Commercial Use for “All Other Briggs & Stratton Engines” is shown as 90 days, not the required 2 year minimum. The CAA does not allow manufacturers to set a different CAA coverage for commercial as opposed to consumer use.

Briggs & Stratton’s warranty violates 40 C.F.R. § 1054.120(f)(1) *Requirements related to warranty claims*. The regulation states in part:

You are required at a minimum to meet the following conditions to ensure that owners will be able to promptly obtain warranty repairs:

- (1) You must provide and monitor a toll-free telephone number **and an e-mail address** for owners to receive information about how to make a warranty claim, and how to make arrangements for authorized repairs.

(emphasis added). The Briggs & Stratton warranty does not provide the required email address to assist in arranging warranty repairs.

Briggs & Stratton’s warranty on the mower also violates 40 C.F.R. § 1054.115(c) *Altitude adjustments*. The regulation states in part:

If you rely on an altitude kit for certification, you must identify in the owners manual the altitude range for which you expect proper engine performance and emission control with and without the altitude kit; you must also state in the owners manual that operating the engine with the wrong engine configuration at a given altitude may increase its emissions and decrease fuel efficiency and performance.

The Briggs & Stratton’s owner’s manual does not include any altitude information or warnings about increased emissions and decreased fuel efficiency and performance.

40 C.F.R. § 1068.115(b)(6) prohibits a manufacturer from denying warranty claims due to use of any fuels commonly available unless the vehicle’s written maintenance instructions state the fuel would be harmful. Given the availability of diesel fuels in the U.S. and Canada, we believe Briggs & Stratton may illegally, and without redress for affected consumers, have denied valid ECS warranty claims in violation of this regulation.

CONSEQUENCES OF NOT ENFORCING THE CAA

The EPA can most efficiently “protect and enhance the quality of the Nation’s air resources” by holding directly accountable manufacturers like the proposed Defendants that engage in the CAA violations alleged above with products intended for the U.S. market. *See* 42 U.S.C. § 7401(b). By pursuing the proposed Defendants, the EPA can most effectively remedy prior and ongoing emissions-related and warranty violations and deter the proposed Defendants future non-compliance.

If the EPA was to elect not to file a complaint against the proposed Defendants, it will result in the following unintentional, perverse consequences in contradiction to the goals of the CAA and Congressional intent. First, it will send a signal to both the American and global market manufacturers (like the proposed Defendants) that the certificates of conformity are merely a formality that carries no force of law. Manufacturers can produce products for use in the U.S. that are ultimately non-compliant with the regulations designed to protect the environment without any concern about the risk of EPA enforcement.

Next, the EPA's lack of enforcement of its regulations will create a chaotic, uneven competitive-playing field. Some companies will still comply with the regulations and follow the letter of the law while other unscrupulous manufacturers will produce engines that they know will ultimately fall out of compliance with emission requirements. By avoiding the concern of manufacturing an engine that remains true to the COC issued by the EPA, the unscrupulous manufacturers will be able to turn greater profits than their competitors who choose to follow the law as written.

Additionally, the failure to include the proper warranty language in the proposed Defendants' owner's manuals will hurt both consumers and the environment. Consumers will be illegally denied or overcharged for mandated warranties for their products and will be unable to properly evaluate a product's emission capabilities before purchasing due to the inadequate disclosures.

Finally, because of MTD's and Briggs & Stratton's violations for the engines they produce or introduce into the stream of commerce, third parties that sell products with their engines, parts for the engines, or the engines themselves are potentially liable for EPA regulation violations. Just like the consumers who have purchased the products with the defects that lead to their non-compliance, these third party sellers have been damaged by MTD and Briggs & Stratton. These entities are unknowingly responsible for potentially significant excess harmful emissions into the environment. EPA cannot purport to protect the environment and yet allow a disregard for its regulations to go unpunished.

CITIZEN SUIT RELIEF

As stated, to achieve the CAA goals and objectives outlined above, the EPA should file a complaint against the proposed Defendants to hold them accountable for their emission and regulatory violations. However, if the EPA does not file suit, SCCAI intends to seek the following relief:

1. A declaratory judgment finding that each of the warranty issues cited are in violation of the CAA.
2. Injunctive relief enjoining the proposed Defendants and all affiliated or related companies from any further violations of the CAA and commanding them to secure COCs for all engines utilized by the proposed Defendants.
3. Injunctive relief commanding the proposed Defendants to include the proper warranty language in its owner's manuals.
4. Assessment of appropriate civil penalties of up to \$37,500 per day for each violation and for attorneys' fees and costs.
5. Corrective measures, including a corporate compliance plan and offset projects, if necessary, to prevent future CAA violations and offset of excess emissions, including those from fires and burning oil/blown gaskets.
6. A remedy for consumers who have paid for but obtained defective goods, to include re-issuance of valid ECS warranties and other incentives, to make consumers whole, along with a mechanism to inform consumers of such campaigns.
7. An obligation for the proposed Defendants to ensure certification data is obtained utilizing meaningful and recent duty cycles moving forward.

If the EPA will not act, we, as SCCAI's counsel, are equipped to handle this citizen suit given our

knowledge and expertise of the applicable legislation. This would enable efficient negotiation, settlement, and implementation of a solution that benefits the environment, taxpayers and consumers.

This letter provides the official notice of SCCAI's intent to sue as required by section 304(b) of the CAA. We hope to work with the EPA in promoting the goals of the CAA by holding responsible parties accountable for past and ongoing violations and deterring future violations. While we understand that the EPA has limited resources and must make difficult enforcement decisions, we strongly believe that pursuing these companies for their repeated violations should be a top priority.

While SCCAI ultimately would like to avoid unnecessary litigation on its own behalf, we intend to bring suit following 60 days after this letter unless we are informed by the EPA that it intends to file an enforcement action of its own.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Haltiwanger", with a long horizontal stroke extending to the right.

Daniel S. Haltiwanger

Cc: LOWES
Ross W. (Bill) McCanless, Esq. Genral Counsel and Robert A. Niblock, CEO
1000 Lowes Blvd
 Mooresville, NC 28117-8520

MTD
Robert Moll, CEO & Lawrence Muscarella, Esq., VP GC

BRIGGS & STRATTON
Todd J Teske, President & CEO and Robert F. Heath, General Counsel
P.O. Box 368022 Cleveland, OH 44136

Evan Belser, EPA, Air Enforcement Division
SC DHEC, Marshall Taylor, GC, 2600 Bull St., Columbia, SC 29201
SC AG, Alan Wilson, Esq. 1000 Assembly St, Columbia, SC 29201

Shop online 24/7
at Lowes.com



Contact Us

Lowe's Customer Care
1605 Curtis Bridge Road
Wilkesboro, NC 28697

Phone: 1-800-445-6937
Email: customer care@lowes.com

Thank You for Shopping at Lowe's!
We hope you enjoy your new purchase!



Page 1 of 2

Refer to this information for all inquiries

Sold To:	Ship To:	Order Information:
		Order #: 314158990
		Order Date: 06/05/2015
		Location: 907
		Invoice #: 96837
		Total Packages: 1

Package #	Item #	Item Description	Model #	Qty. Ordered	Qty. Shipped	Unit Price	Extended Price
M49600856	538022	125cc 20-in Gas Push Lawn Mower with Briggs & Stratton Engine	11A-020W765	1	1	\$149.00	\$149.00

of Items Discounted: Total Savings: \$13.99

Tender Information

Payment Information

If you ordered more than the above-shown item(s), the rest of your items will be shipped and billed separately. A separate shipping document will be enclosed with that portion of your order.

\$159.43	Merchandise Total:	\$159.43
	Shipping / Delivery:	\$0.00
	Total Tax:	\$10.43
	Shipment Total:	\$159.43

Check the status of your order by signing in to your Lowes.com account and select **Purchases**.

Please detach this slip and enclose with your return

Need to return an item?

We hope you love what you ordered, but if something isn't right, let us know. We're happy to exchange your item for something new or refund your money. For a quick, hassle-free return, you can return your items at any Lowe's store, or use the return shipping label included with your purchase to return your items by mail.

See reverse side for complete details.

Sold To

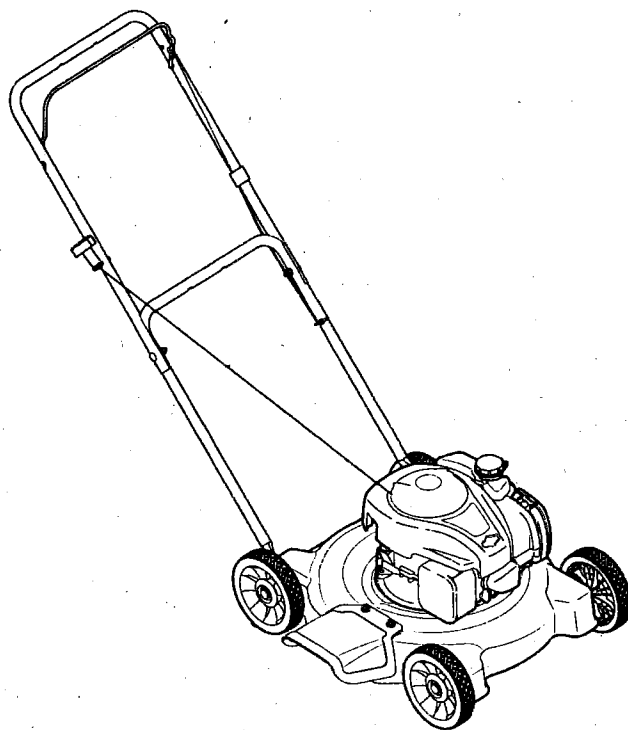
Order Information

Order #:	314158990
Order Date:	06/05/2015
Location:	907
Invoice #:	96837



Safe Operation Practices • Set-Up • Operation • Maintenance • Service • Troubleshooting • Warranty

OPERATOR'S MANUAL



Push Mower — Model Series 020

WARNING

READ AND FOLLOW ALL SAFETY RULES AND INSTRUCTIONS IN THIS MANUAL
BEFORE ATTEMPTING TO OPERATE THIS MACHINE.
FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN PERSONAL INJURY.

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019

Printed In USA

Form No. 769-10140
(October 1, 2014)

To The Owner

1

Thank You

Thank you for purchasing a Lawn Mower manufactured by MTD. It was carefully engineered to provide excellent performance when properly operated and maintained.

Please read this entire manual prior to operating the equipment. It instructs you how to safely and easily set up, operate and maintain your machine. Please be sure that you, and any other persons who will operate the machine, carefully follow the recommended safety practices at all times. Failure to do so could result in personal injury or property damage.

All information in this manual is relative to the most recent product information available at the time of printing. Review this manual frequently to familiarize yourself with the machine, its features and operation. Please be aware that this Operator's Manual may cover a range of product specifications for various models. Characteristics and features discussed and/or illustrated in this manual may not be applicable to all models. We reserve

the right to change product specifications, designs and equipment without notice and without incurring obligation.

If you have any problems or questions concerning the machine, phone your local authorized MTD service dealer or contact us directly. MTD's Customer Support telephone numbers, website address and mailing address can be found on this page. We want to ensure your complete satisfaction at all times.

Throughout this manual, all references to *right* and *left* side of the machine are observed from the operating position.

The engine manufacturer is responsible for all engine-related issues with regards to performance, power-rating, specifications, warranty and service. Please refer to the engine manufacturer's Owner's/Operator's Manual, packed separately with your machine, for more information.

Table of Contents

Safe Operation Practices	3	Troubleshooting	18
Assembly & Set-Up	9	Replacement Parts	19
Controls & Features	14	Attachments & Accessories	20
Operation	15	Warranty	22
Maintenance & Adjustment	16	Spanish	23
Service	17		

Record Product Information

Before setting up and operating your new equipment, please locate the model plate on the equipment and record the information in the provided area to the right. You can locate the model plate by standing at the operator's position and looking down at the rear of the deck. This information will be necessary, should you seek technical support via our web site, Customer Support Department, or with a local authorized service dealer.

MODEL NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

SERIAL NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

Customer Support

Please do NOT return the machine to the retailer or dealer without first contacting the Customer Support Department.

If you have difficulty assembling this product or have any questions regarding the controls, operation, or maintenance of this machine, you can seek help from the experts. Choose from the options below:

- ♦ Visit us on the web at www.mtdproducts.com



See How-to Maintenance and Parts Installation Videos at www.mtdparts.com/KnowledgeCenter

- ♦ Call a Customer Support Representative at (800) 800-7310 or (330) 220-4683
- ♦ Write to MTD LLC • P.O. Box 361131 • Cleveland, OH • 44136-0019



WARNING: This symbol points out important safety instructions which, if not followed, could endanger the personal safety and/or property of yourself and others. Read and follow all instructions in this manual before attempting to operate this machine. Failure to comply with these instructions may result in personal injury. When you see this symbol. **HEED ITS WARNING!**

CALIFORNIA PROPOSITION 65



WARNING: Engine Exhaust, some of its constituents, and certain vehicle components contain or emit chemicals known to State of California to cause cancer and birth defects or other reproductive harm.



WARNING: Battery posts, terminals, and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. *Wash hands after handling.*



DANGER: This machine was built to be operated according to the safe operation practices in this manual. As with any type of power equipment, carelessness or error on the part of the operator can result in serious injury. This machine is capable of amputating fingers, hands, toes and feet and throwing objects. Failure to observe the following safety instructions could result in serious injury or death.

General Operation

1. Read this operator's manual carefully in its entirety before attempting to assemble this machine. Read, understand, and follow all instructions on the machine and in the manual(s) before operation. Keep this manual in a safe place for future and regular reference and for ordering replacement parts.
2. Be completely familiar with the controls and the proper use of this machine before operating it.
3. This machine is a precision piece of power equipment, not a plaything. Therefore, exercise extreme caution at all times. This machine has been designed to perform one job: to mow grass. Do not use it for any other purpose.
4. Never allow children under 14 years of age to operate this machine. Children 14 and over should read and understand the instructions and safe operation practices in this manual and on the machine and should be trained and supervised by an adult.
5. Only responsible individuals who are familiar with these rules of safe operation should be allowed to use this machine.
6. Thoroughly inspect the area where the equipment is to be used. Remove all stones, sticks, wire, bones, toys and other foreign objects, which could be tripped over or picked up and thrown by the blade. Thrown objects can cause serious personal injury.
7. Plan your mowing pattern to avoid discharge of material toward roads, sidewalks, bystanders and the like. Also, avoid discharging material against a wall or obstruction, which may cause discharged material to ricochet back toward the operator.
8. To help avoid blade contact or a thrown object injury, stay in operator zone behind handles and keep children, bystanders, helpers and pets at least 75 feet from mower while it is in operation. Stop machine if anyone enters area.
9. Always wear safety glasses or safety goggles during operation and while performing an adjustment or repair to protect your eyes. Thrown objects which ricochet can cause serious injury to the eyes.
10. Wear sturdy, rough-soled work shoes and close-fitting slacks and shirts. Shirts and pants that cover the arms and legs and steel-toed shoes are recommended. Never operate this machine in bare feet, sandals, slippery or light-weight (e.g. canvas) shoes.
11. Do not put hands or feet near rotating parts or under the cutting deck. Contact with blade can amputate fingers, hands, toes and feet.

12. A missing or damaged discharge cover can cause blade contact or thrown object injuries.
13. Many injuries occur as a result of the mower being pulled over the foot during a fall caused by slipping or tripping. Do not hold on to the mower if you are falling; release the handle immediately.
14. Never pull the mower back toward you while you are walking. If you must back the mower away from a wall or obstruction first look down and behind to avoid tripping and then follow these steps:
 - a. Step back from mower to fully extend your arms.
 - b. Be sure you are well balanced with sure footing.
 - c. Pull the mower back slowly, no more than half way toward you.
 - d. Repeat these steps as needed.
15. Do not operate the mower while under the influence of alcohol or drugs.
16. Do not engage the self-propelled mechanism on machines so equipped while starting engine.
17. The blade control is a safety device. Never attempt to bypass its operation. Doing so makes the safety device inoperative and may result in personal injury through contact with the rotating blade. The blade control must operate easily in both directions and automatically return to the disengaged position when released.
18. Never operate the mower in wet grass. Always be sure of your footing. A slip and fall can cause serious personal injury. If you feel you are losing your footing, release the blade control handle immediately and the blade will stop rotating within three seconds.
19. Mow only in daylight or good artificial light. Walk, never run.
20. Stop the blade when crossing gravel drives, walks or roads.
21. If the equipment should start to vibrate abnormally, stop the engine and check immediately for the cause. Vibration is generally a warning of trouble.
22. Shut the engine off and wait until the blade comes to a complete stop before removing the grass catcher or unclogging the chute. The cutting blade continues to rotate for a few seconds after the blade control is released. Never place any part of the body in the blade area until you are sure the blade has stopped rotating.
23. Never operate mower without proper trail shield, discharge cover, grass catcher, blade control or other safety protective devices in place and working. Never operate mower with damaged safety devices. Failure to do so can result in personal injury.
24. Muffler and engine become hot and can cause a burn. Do not touch.
25. Never attempt to make a wheel or cutting height adjustment while the engine is running.
26. Only use parts and accessories made for this machine by the manufacturer. Failure to do so can result in personal injury.
27. When starting engine, pull cord slowly until resistance is felt, then pull rapidly. Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go. Broken bones, fractures, bruises or sprains could result.
28. If situations occur which are not covered in this manual, use care and good judgement. Contact Customer Support for assistance or the name of the nearest service dealer.

Slope Operation

Slopes are a major factor related to slip and fall accidents, which can result in severe injury. Operation on slopes requires extra caution. If you feel uneasy on a slope, do not mow it. For your safety, use the slope gauge included as part of this manual to measure slopes before operating this machine on a sloped or hilly area. If the slope is greater than 15 degrees, do not mow it.

Do:

1. Mow across the face of slopes; never up and down. Exercise extreme caution when changing direction on slopes.
2. Watch for holes, ruts, rocks, hidden objects, or bumps which can cause you to slip or trip. Tall grass can hide obstacles.
3. Always be sure of your footing. A slip and fall can cause serious personal injury. If you feel you are losing your balance, release the blade control handle immediately and the blade will stop rotating within three (3) seconds.

Do Not:

1. Do not mow near drop-offs, ditches or embankments, you could lose your footing or balance.
2. Do not mow slopes greater than 15 degrees as shown on the slope gauge.
3. Do not mow on wet grass. Unstable footing could cause slipping.

Children

Tragic accidents can occur if the operator is not alert to the presence of children. Children are often attracted to the mower and the mowing activity. They do not understand the dangers. Never assume that children will remain where you last saw them.

1. Keep children out of the mowing area and under watchful care of a responsible adult other than the operator.
2. Be alert and turn mower off if a child enters the area.
3. Before and while moving backwards, look behind and down for small children.
4. Use extreme care when approaching blind corners, doorways, shrubs, trees, or other objects that may obscure your vision of a child who may run into the mower.
5. Keep children away from hot or running engines. They can suffer burns from a hot muffler.
6. Never allow children under 14 years of age to operate this machine. Children 14 and over should read and understand the instructions and safe operation practices in this manual and on the machine and be trained and supervised by an adult.
7. After stopping engine, remove Electric Start Push Key (if equipped) and keep it in a safe place out of the reach of children.

Service

Safe Handling Of Gasoline:

1. To avoid personal injury or property damage use extreme care in handling gasoline. Gasoline is extremely flammable and the vapors are explosive. Serious personal injury can occur when gasoline is spilled on yourself or your clothes, which can ignite. Wash your skin and change clothes immediately.
2. Use only an approved gasoline container.
3. Never fill containers inside a vehicle or on a truck or trailer bed with a plastic liner. Always place containers on the ground away from your vehicle before filling.
4. Remove gas-powered equipment from the truck or trailer and refuel it on the ground. If this is not possible, then refuel such equipment on a trailer with a portable container, rather than from a gasoline dispenser nozzle.
5. Keep the nozzle in contact with the rim of the fuel tank or container opening at all times until fueling is complete. Do not use a nozzle lock-open device.
6. Extinguish all cigarettes, cigars, pipes and other sources of ignition.
7. Never fuel machine indoors because flammable vapors will accumulate in the area.
8. Never remove gas cap or add fuel while engine is hot or running. Allow engine to cool at least two minutes before refueling.
9. Never over fill fuel tank. Fill tank to no more than 1 inch below bottom of filler neck to provide for fuel expansion.
10. Replace gasoline cap and tighten securely.
11. If gasoline is spilled, wipe it off the engine and equipment. Move machine to another area. Wait 5 minutes before starting engine.
12. Never store the machine or fuel container near an open flame, spark or pilot light as on a water heater, space heater, furnace, clothes dryer or other gas appliances.
13. To reduce fire hazard, keep machine free of grass, leaves, or other debris build-up. Clean up oil or fuel spillage and remove any fuel soaked debris.
14. Allow machine to cool at least 5 minutes before storing.

General Service:

1. Never run an engine indoors or in a poorly ventilated area. Engine exhaust contains carbon monoxide, an odorless and deadly gas.
2. Before cleaning, repairing, or inspecting, make certain the blade and all moving parts have stopped. Disconnect the spark plug wire and ground against the engine and remove Electric Start Push Key (if equipped) to prevent unintended starting.

3. Check the blade and engine mounting bolts at frequent intervals for proper tightness. Also, visually inspect blade for damage (e.g., bent, cracked, worn) Replace blade with the original equipment manufacturer's (O.E.M.) blade only, listed in this manual. "Use of parts which do not meet the original equipment specifications may lead to improper performance and compromise safety!"
4. Mower blades are sharp and can cut. Wrap the blade or wear gloves, and use extra caution when servicing them.
5. Keep all nuts, bolts, and screws tight to be sure the equipment is in safe working condition.
6. Never tamper with safety devices. Check their proper operation regularly.
7. After striking a foreign object, stop the engine, disconnect the spark plug wire and ground against the engine. Thoroughly inspect the mower for any damage. Repair the damage before starting and operating the mower.
8. Never attempt to make a wheel or cutting height adjustment while the engine is running.
9. Grass catcher components, discharge cover, and trail shield are subject to wear and damage which could expose moving parts or allow objects to be thrown. For safety protection, frequently check components and replace immediately with original equipment manufacturer's (O.E.M.) parts only, listed in this manual. "Use of parts which do not meet the original equipment specifications may lead to improper performance and compromise safety!"
10. Do not change the engine's governor setting or over-speed the engine. The governor controls the maximum safe operating speed of the engine.
11. Check fuel line, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
12. Do not crank engine with spark plug removed.
13. Maintain or replace safety and instruction labels, as necessary.
14. Observe proper disposal laws and regulations. Improper disposal of fluids and materials can harm the environment.
15. According to the Consumer Products Safety Commission (CPSC) and the U.S. Environmental Protection Agency (EPA), this product has an *Average Useful Life* of seven (7) years, or 140 hours of operation. At the end of the *Average Useful Life* have the machine inspected annually by an authorized service dealer to ensure that all mechanical and safety systems are working properly and not worn excessively. Failure to do so can result in accidents, injuries or death.

Do not modify engine

To avoid serious injury or death, do not modify engine in any way. Tampering with the governor setting can lead to a runaway engine and cause it to operate at unsafe speeds. Never tamper with factory setting of engine governor.

Notice Regarding Emissions

Engines which are certified to comply with California and federal EPA emission regulations for SORE (Small Off Road Equipment) are certified to operate on regular unleaded gasoline, and may include the following emission control systems: Engine Modification (EM), Oxidizing Catalyst (OC), Secondary Air Injection (SAI) and Three Way Catalyst (TWC) if so equipped.

Spark Arrestor












WARNING: This machine is equipped with an internal combustion engine and should not be used on or near any unimproved forest-covered, brush covered or grass-covered land unless the engine's exhaust system is equipped with a spark arrestor meeting applicable local or state laws (if any).

If a spark arrestor is used, it should be maintained in effective working order by the operator. In the State of California the above is required by law (Section 4442 of the California Public Resources Code). Other states may have similar laws. Federal laws apply on federal lands.

A spark arrestor for the muffler is available through your nearest engine authorized service dealer or contact the service department, P.O. Box 361131 Cleveland, Ohio 44136-0019.

Safety Symbols

This page depicts and describes safety symbols that may appear on this product. Read, understand, and follow all instructions on the machine before attempting to assemble and operate.

Symbol	Description
	READ THE OPERATOR'S MANUAL(S) Read, understand, and follow all instructions in the manual(s) before attempting to assemble and operate.
	DANGER — ROTATING BLADES To reduce the risk of injury, keep hands and feet away. Do not operate unless discharge cover or grass catcher is in its proper place. If damaged, replace immediately.
	DANGER — BYSTANDERS Do not mow when children or others are around.
	DANGER — HAND/ FOOT CUT Keep hands and feet away from rotating parts.
	DANGER — THROWN DEBRIS Remove objects that can be thrown by the blade in any direction. Wear safety glasses.
	DANGER — SLOPES Use extra caution on slopes. Do not mow slopes greater than 15°.
	WARNING—GASOLINE IS FLAMMABLE Allow the engine to cool at least two minutes before refueling.
	WARNING— CARBON MONOXIDE Never run an engine indoors or in a poorly ventilated area. Engine exhaust contains carbon monoxide, an odorless and deadly gas.
	WARNING— HOT SURFACE Engine parts, especially the muffler, become extremely hot during operation. Allow engine and muffler to cool before touching.



WARNING: Your Responsibility—Restrict the use of this power machine to persons who read, understand and follow the warnings and instructions in this manual and on the machine.

SAVE THESE INSTRUCTIONS!

Slope Gauge

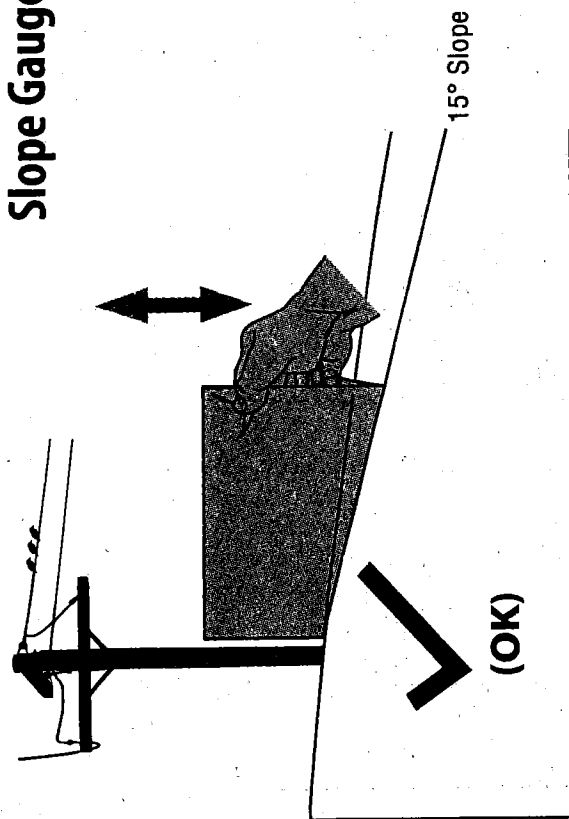


Figure 1

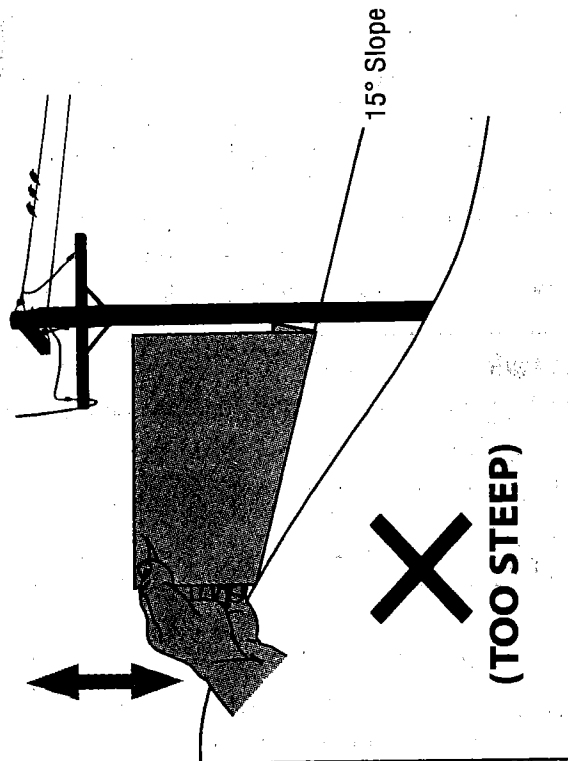


Figure 2

15° dashed line

**USE THIS SLOPE GAUGE TO DETERMINE
IF A SLOPE IS TOO STEEP FOR SAFE OPERATION!**

To check the slope, proceed as follows:

1. Remove this page and fold along the dashed line.
2. Locate a vertical object on or behind the slope (e.g. a pole, building, fence, tree, etc.)
3. Align either side of the slope gauge with the object (See Figure 1 and Figure 2).
4. Adjust gauge up or down until the left corner touches the slope (See Figure 1 and Figure 2).
5. If there is a gap below the gauge, the slope is too steep for safe operation (See Figure 2 above).



WARNING! Slopes are a major factor related to tip-over and roll-over accidents which can result in severe injury or death. Do not operate machine on slopes in excess of 15 degrees. All slopes require extra caution. Always mow across the face of slopes, never up and down slopes.

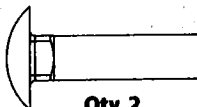
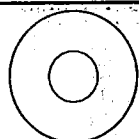

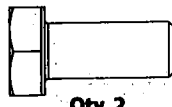
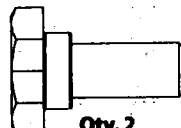
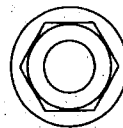
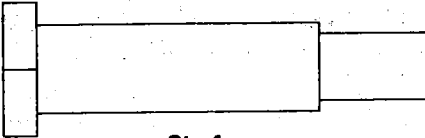
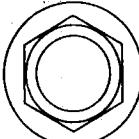
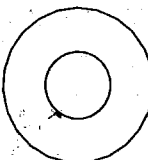
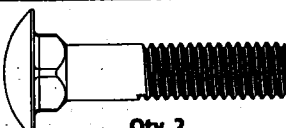
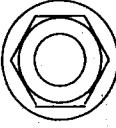
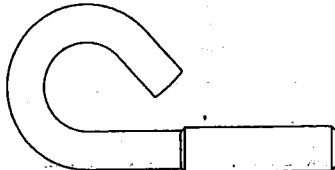

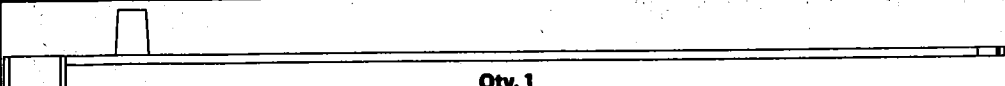
Assembly & Set-Up

3

Contents of Carton

- One Lawn Mower
- One Hardware Pack
- One Blade Control
- One Lawn Mower Operator's Manual
- Four Wheels
- One Chute Deflector
- One Engine Operator's Manual
- One Upper & Lower Handle
- One Bottle of Oil

Hardware Pack

Group 1	 Qty. 2  Qty. 2  Qty. 2
Group 2	 Qty. 2  Qty. 2  Qty. 4
Group 3	 Qty. 4  Qty. 4  Qty. 4
Group 4	 Qty. 2  Qty. 2
Group 5	 Qty. 1  Qty. 1
Group 6	 Qty. 1

Tools Required

- 7/16-inch wrench (or adjustable wrench)
- 1/2-inch wrench (or adjustable wrench)
- 9/16-inch wrench (or adjustable wrench)
- 3/4-inch wrench (or adjustable wrench)

Assembly

NOTE: This lawn mower is shipped without gasoline or oil in the engine. Fill up the gasoline and oil as instructed in the accompanying engine manual BEFORE operating your mower.

Chute Deflector

NOTE: Use the hardware in Group 1 to complete the following steps.

1. Align the holes on the chute deflector with the corresponding holes on the deck surface.
2. Insert carriage screws up through the underside of the deck and through the chute deflector. See Figure 3-1.

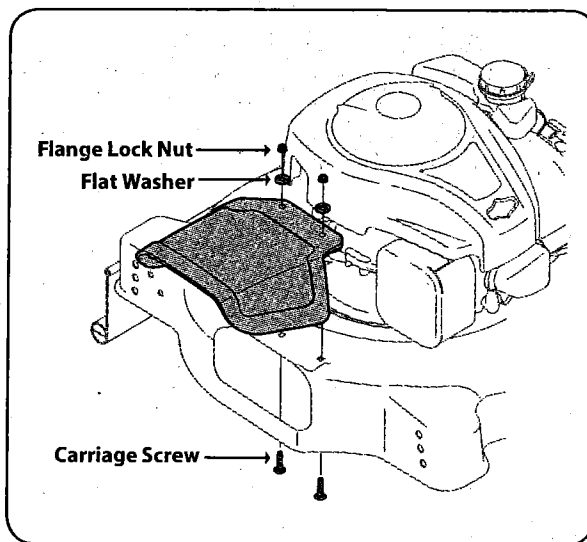


Figure 3-1

3. Secure each screw with a washer and lock nut.

Lower Handle

NOTE: Use the hardware in Groups 2 and 4 to complete the following steps.

1. Lift the rear of the deck and place it on a block of wood to secure it.
2. Place the lower handle over the deck and align the holes on the deck with the corresponding holes on the handle.
3. Secure the lower handle to the deck using the hex screws, shoulder screws, and flange lock nuts. See Figure 3-2.

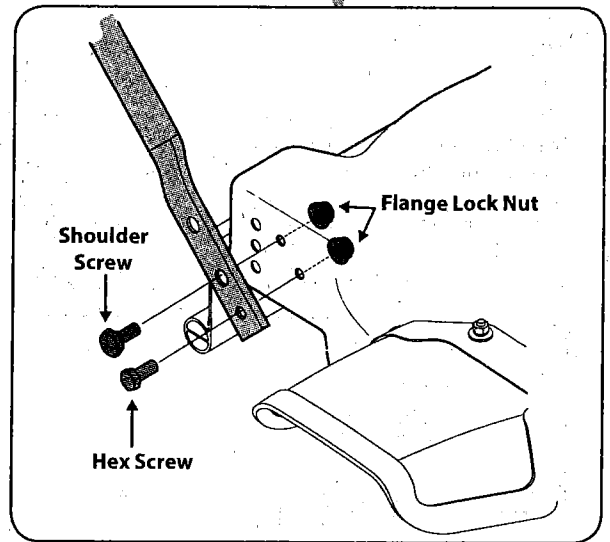


Figure 3-2

Upper Handle

NOTE: Use the hardware in Groups 2 and 4 to complete the following steps.

1. Place the upper handle in position over the lower handle keeping the blade control handle facing up.
2. Secure the upper handle to the lower handle using the carriage bolts and lock nuts from Group 4 of the hardware pack. See Figure 3-3.

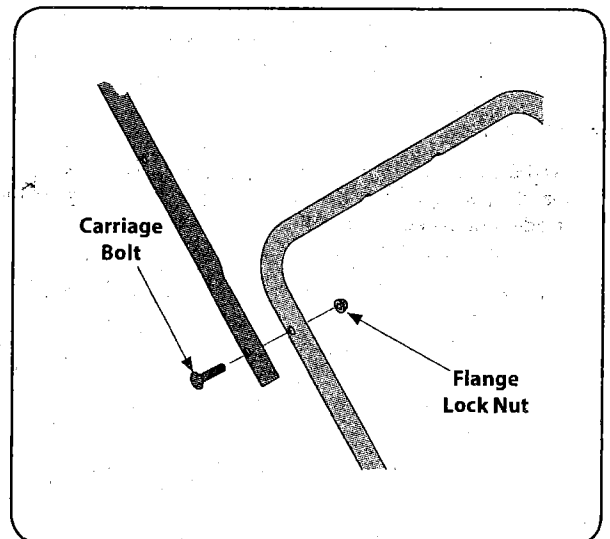


Figure 3-3

Wheels

NOTE: Use the hardware in Group 3 to complete the following steps.

The holes in the deck provide three cutting heights. Use corresponding holes when attaching all four wheels (i.e. for the lowest cutting position, assemble each wheel at the highest hole on the deck). Refer to the Cutting Height Adjustment section for more information.

1. Secure each wheel to the deck as shown in Figure 3-4.

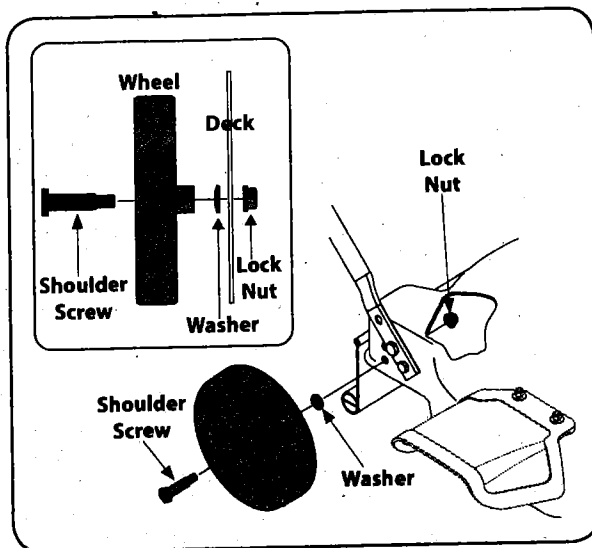


Figure 3-4

NOTE: The cupped side of each washer should be pressed against the deck.

Blade Control

NOTE: If the blade control is secured and in place on the upper handle, you may skip the following three steps. If, however, the blade control became displaced either during shipping or during assembly, reattach it as follows:

1. Insert the curved end of the blade control into the center hole located on the right side of the upper handle. See Figure 3-5.

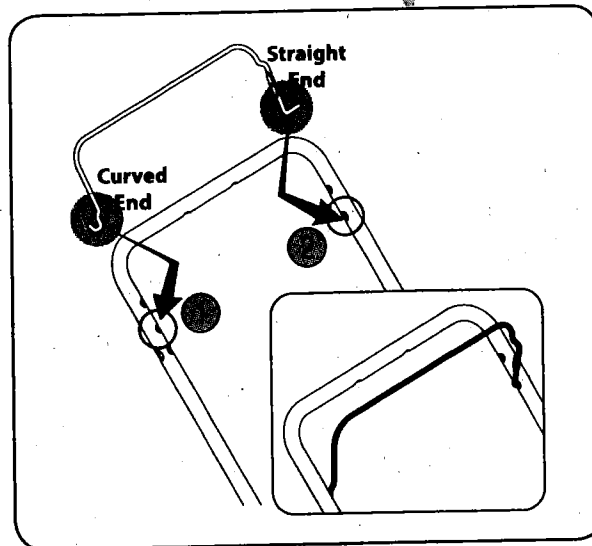


Figure 3-5

2. Gently squeeze the blade control inward and insert the straight end into the lower hole located on the left side of the upper handle. See Figure 3-5.
3. Check to confirm that the blade control pivots freely against the upper handle.

NOTE: Your mower has been supplied with one of two types of control cables - one that is secured with a snap fitting as shown in Figure 3-7 or one that is secured with a stud as shown in Fig. 3-8. Make note of the cable supplied with your mower and follow the appropriate steps below.

Control Cable (Snap Fitting)

Unwrap the control cable from the engine and route it under the lower handle.

Z Fitting

1. To make it easier to attach the Z fitting, temporarily remove the left side of the blade control as shown in Figure 3-6.

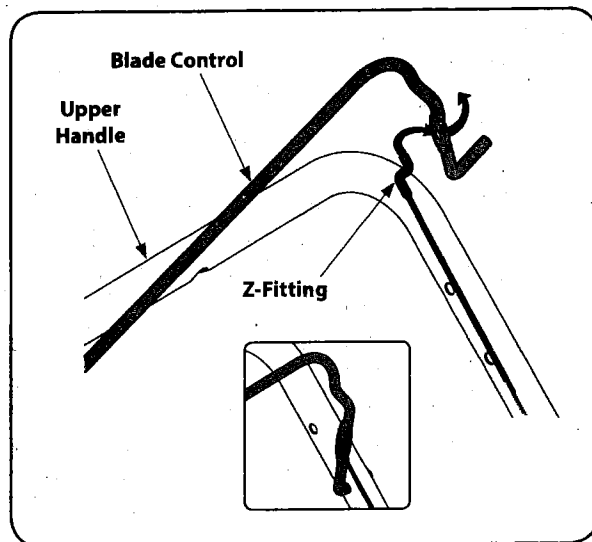


Figure 3-6

2. Hook the Z end of the brake cable into the control from the inside to outside. See Figure 3-6.
3. Reattach the left side of the blade control.

Securing Control Cable

NOTE: Use the hardware in Group 6 to complete the following steps.



WARNING: The cable must be routed properly to avoid contact with all sharp edges and hot surfaces. Such contacts damage the cable and render the controls inoperative.

1. Press the stud found inside the snap fitting into the hole found on the left side of the upper handle, as shown in Figure 3-7.

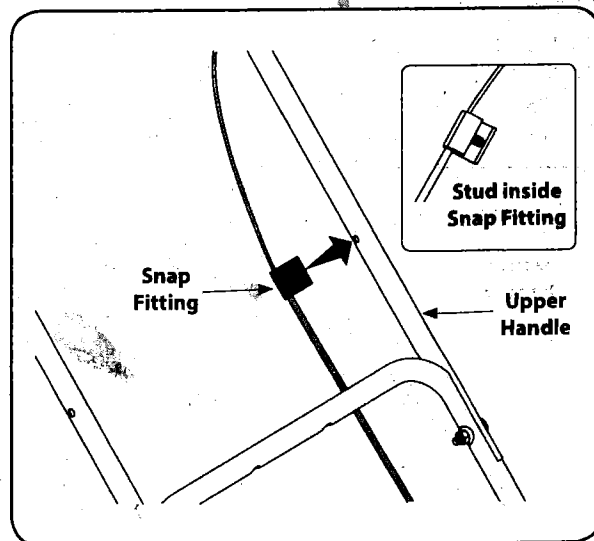


Figure 3-7

2. Secure the cable to the lower left handle with a cable tie. Trim off the extra length of the cable tie.

Control Cable (Stud)

Unwrap the control cable from the engine and route it under the lower handle.

Securing Control Cable



WARNING: The cable must be routed properly to avoid contact with all sharp edges and hot surfaces. Such contacts damage the cable and render the controls inoperative.

1. Press the stud found on the cable fitting into the hole found on the left side of the upper handle, as shown in the Figure 3-8 insets.

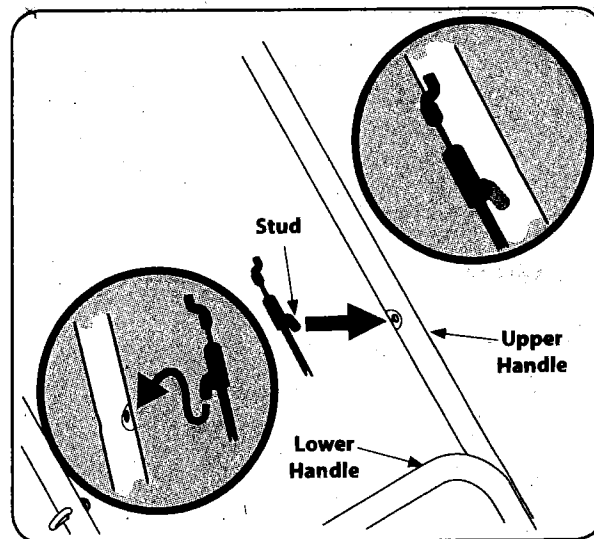


Figure 3-8

Z Fitting

NOTE: Use the hardware in Group 6 to complete the following steps.

1. To make it easier to attach the Z fitting, temporarily remove the left side of the blade control as shown in Figure 3-9.

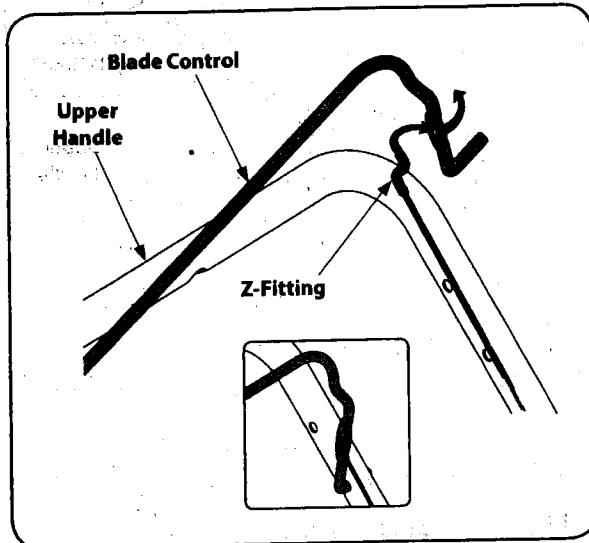


Figure 3-9

2. Pull up on the Z end of the brake cable and hook it into the control from the inside to outside. See Figure 3-9.
3. Reattach the left side of the blade control.
4. Secure the cable to the lower left handle with a cable tie. Trim off the extra length of the cable tie.

Starter Rope

NOTE: Use the hardware in Group 5 and refer to Figure 3-10 to complete the following steps.

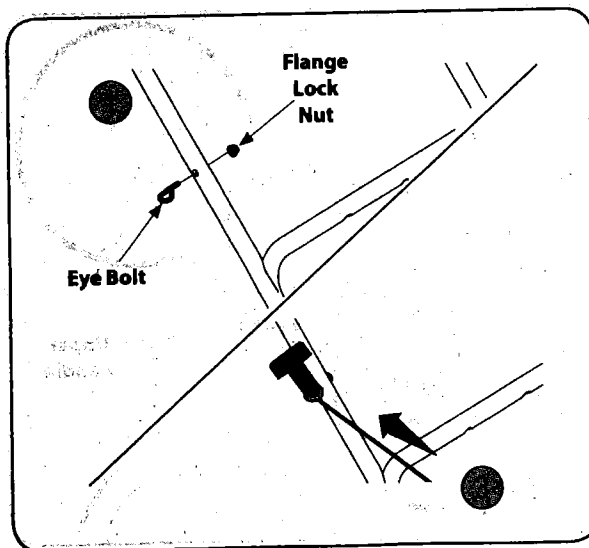


Figure 3-10

1. Attach the eye bolt to the upper handle and loosely thread the lock nut on to secure it. Do NOT tighten. See Figure 3-10.
2. With the spark plug wire disconnected and grounded, depress the blade control and pull the rope out of the engine.
3. Loop the rope through the eye bolt. See Figure 3-10.
4. Tighten the eye bolt to the handle using the lock nut. DO NOT overtighten.

Adjustments

Cutting Height

1. Remove the carriage bolts and related hardware from the wheels. See Figure 3-11.

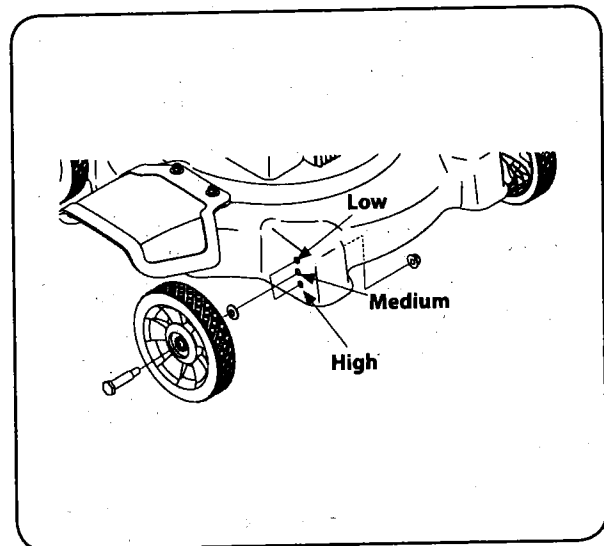


Figure 3-11

2. Reattach the wheels with carriage bolts at another hole. Remember to attach ALL wheels at the same relative position to ensure an even cut. Refer to instructions for Attaching The Wheels earlier in this section. For a higher cutting height, use the lower hole on the deck. For a lower cutting height, use the upper hole.

Set-Up

Gas and Oil Fill-Up

Refer to the separate engine owner's manual for additional engine information.

1. Add oil provided before starting unit for the first time out of the box.
2. Service the engine with gasoline as instructed in the separate engine owner's manual.



WARNING: Use extreme care when handling gasoline. Gasoline is extremely flammable and the vapors are explosive. Never fuel the machine indoors or while the engine is hot or running. Extinguish cigarettes, cigars, pipes and any other sources of ignition.

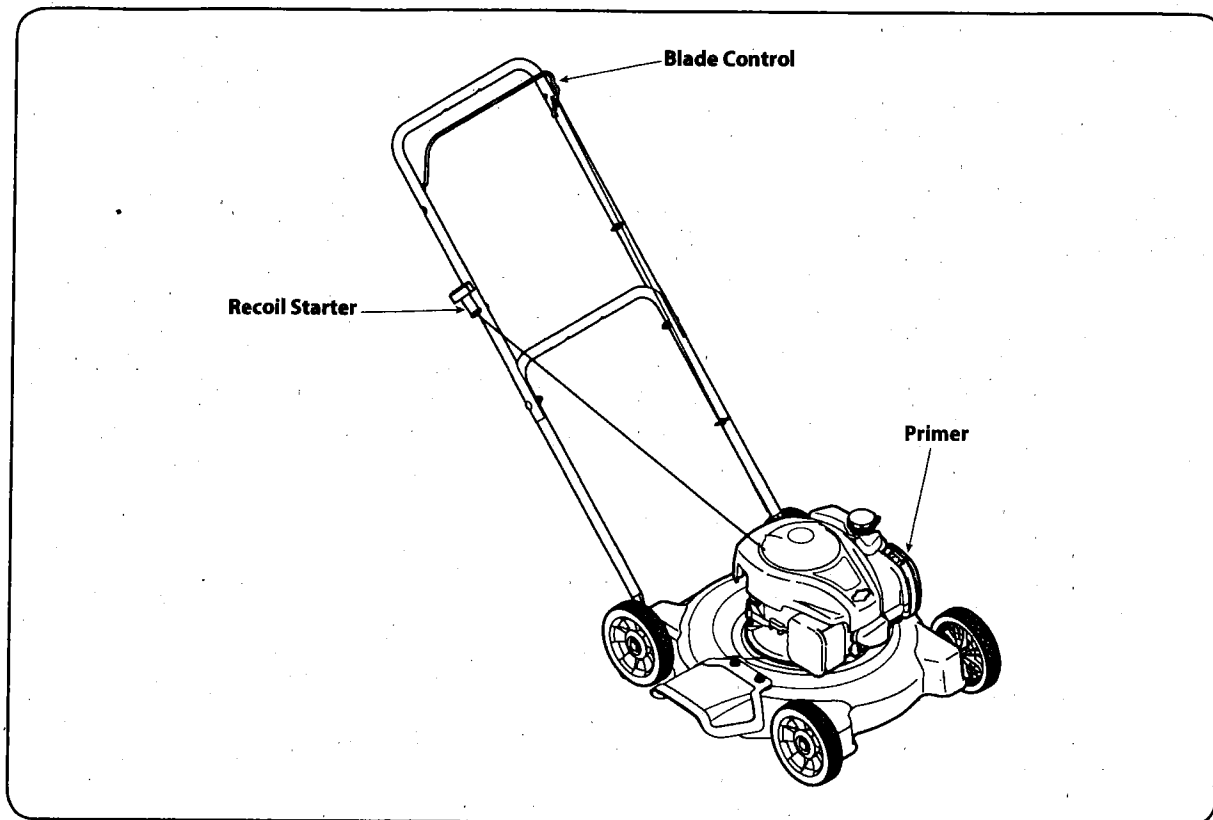


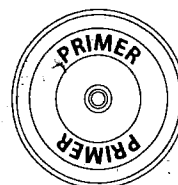
Figure 4-1

Blade Control

The blade control is attached to the upper handle of the mower. Depress and squeeze it against the upper handle to operate the unit. Release it to stop engine and blade.



WARNING: This blade control is a safety device. Never attempt to bypass its operations.



Primer

The primer is located on the left side of the engine. The primer is used to pump gas into the carburetor and aid in starting the engine.

Recoil Starter

The recoil starter is attached to the right upper handle. Stand behind the unit and pull the recoil starter rope to start the unit.

Starting Engine



WARNING: Be sure no one other than the operator is standing near the lawn mower while starting engine or operating mower. Never run engine indoors or in enclosed, poorly ventilated areas. Engine exhaust contains carbon monoxide, an odorless and deadly gas. Keep hands, feet, hair and loose clothing away from any moving parts on engine and lawn mower.

Follow the set of instructions pertaining to your unit. Refer to engine manual for help with the engine.

Briggs & Stratton

1. Push the primer three times. See Figure 5-1. Do not prime to restart a warm engine.

NOTE: If you push the primer too many times, excessive fuel will flood the engine and it will be difficult to start.

2. Standing behind the mower, squeeze the blade control against upper handle.
3. Holding these two handles together firmly, grasp recoil starter handle and pull rope out with a rapid, continuous, full arm stroke. See Figure 5-1. Keeping a firm grip on the starter handle, let the rope rewind slowly. Repeat until engine cranks. Let the rope rewind each time slowly.

MTD

1. Push primer 3 times. Wait about two seconds between each push. See Figure 5-2. In temperature below 50°F, prime 5 times. After the engine is warmed up, one prime may be needed for all temperatures.
2. Standing behind the mower, squeeze and hold the blade control against upper handle.
3. Pull the recoil starter lightly until resistance is felt, then pull rapidly to overcome compression, prevent kickback, and start the engine. Repeat if necessary. See Figure 5-2.

IMPORTANT: Do not allow the recoil starter to snap back against the rope guide.

If engine does not start, it may be necessary to re-prime the engine.

Stopping Engine

1. Release blade control to stop the engine and blade.



WARNING: Wait for the blade to stop completely before performing any work on the mower or to remove the mulching baffle (if equipped).

Using Your Lawn Mower

Be sure lawn is clear of stones, sticks, wire, or other objects which could damage lawn mower or engine. Such objects could be accidentally thrown by the mower in any direction and cause serious personal injury to the operator and others.

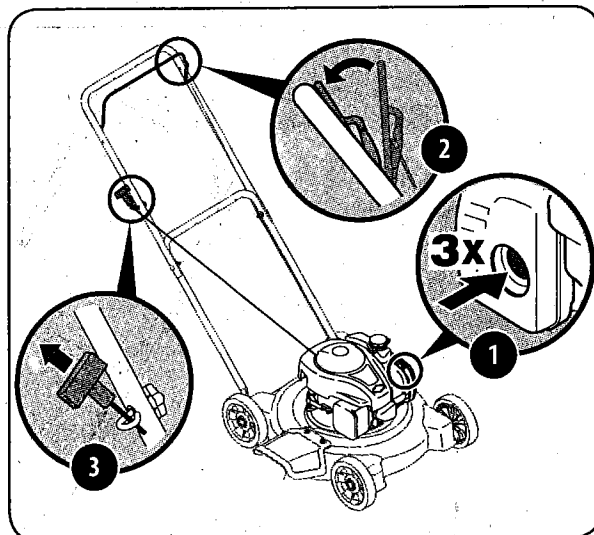


Figure 5-1

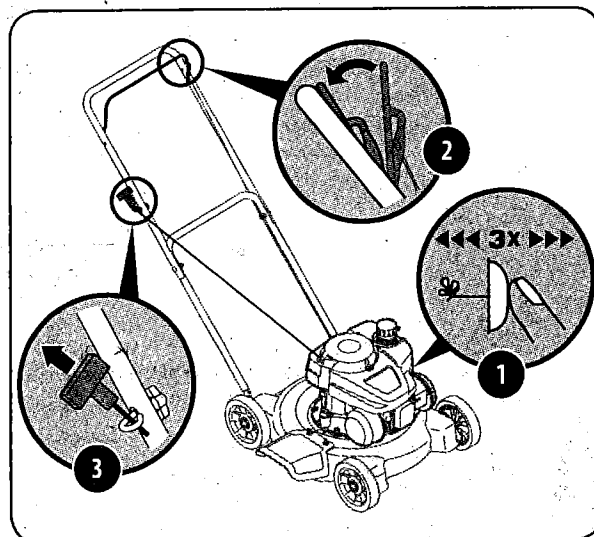


Figure 5-2



WARNING: The operation of any lawn mower can result in foreign objects being thrown into the eyes, which can damage your eyes severely. Always wear safety glasses while operating the mower, or while performing any adjustments or repairs on it.



WARNING: If you strike a foreign object, stop the engine. Remove wire from the spark plug, thoroughly inspect mower for any damage, and repair damage before restarting and operating. Extensive vibration of mower during operation is an indication of damage. The unit should be promptly inspected and repaired.

Maintenance & Adjustments

6

Maintenance

General Recommendations

- Always observe safety rules when performing any maintenance.
- The warranty on this lawn mower does not cover items that have been subjected to operator abuse or negligence. To receive full value from warranty, operator must maintain the lawn mower as instructed here.
- Changing of engine-governed speed will void engine warranty.
- All adjustments should be checked at least once each season.

Periodically check all fasteners and make sure these are tight.



WARNING: Always stop engine, allow engine to cool, disconnect spark plug, and ground against engine before performing any type of maintenance on your machine.

Lubrication

1. Lubricate pivot points on the blade control at least once a season with light oil. This control must operate freely in both directions. See Figure 6-1.

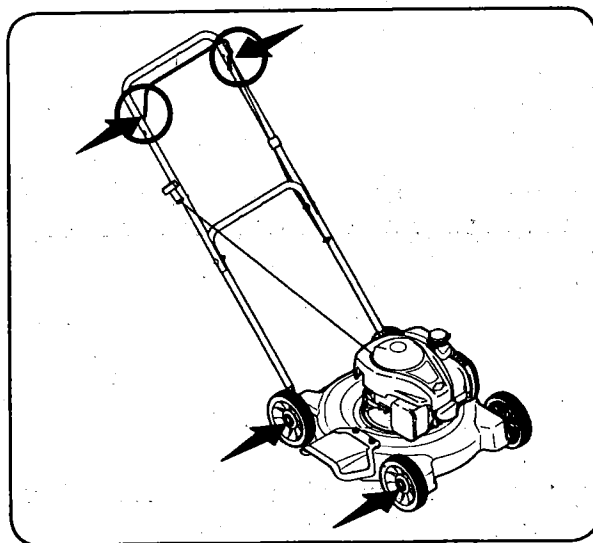


Figure 6-1

2. Lubricate the wheels at least once a season with light oil (or motor oil). If wheels are removed for any reason, lubricate surface of the axle bolt and inner surface of the wheel with light oil. See Figure 6-1.
3. Follow the accompanying engine manual for lubrication schedule and instruction for engine lubrication.

Deck Care

Clean underside of the mower deck after each use to prevent build-up of grass clippings or other debris. Follow steps below for this job.

1. Disconnect spark plug wire. Drain gasoline from lawn mower or place a piece of plastic under the gas cap.
2. Tip mower so that it rests on the housing. Keep the side with the air cleaner facing up. Hold mower firmly.



WARNING: Never tip the mower more than 90° in any direction and do not leave the mower tipped for any length of time. Oil can drain into the upper part of the engine causing a starting problem.

3. Scrape and clean the underside of the deck with a suitable tool. Do not spray with water.

IMPORTANT: Do not use a pressure washer or garden hose to clean your unit. These may cause damage to the engine. The use of water will result in shortened life and reduce serviceability.

4. Put the mower back on its wheels on the ground. If you had put plastic under the gas cap earlier, make sure to remove it now.

Engine Care

A list of key engine maintenance jobs required for good performance by the mower is given below. Follow the accompanying engine manual for a detailed list and instructions.

- Maintain oil level as instructed in engine manual.
- Service air cleaner every 25 hours under normal conditions. Clean every few hours under extremely dusty conditions. Poor engine performance and flooding usually indicates that the air cleaner should be serviced. To service the air cleaner, refer to the engine manual.
- Clean spark plug and reset the gap once a season. Spark plug replacement is recommended at the start of each mowing season. Check engine manual for correct plug type and gap specifications.
- Clean engine regularly with a cloth or brush. Keep the top of the engine clean to permit proper air circulation. Remove all grass, dirt, and combustible debris from muffler area.
- Engines stored between 30 and 90 days need to be treated with a gasoline stabilizer such as **STA-BIL®** to prevent deterioration and gum from forming in fuel system or on essential carburetor parts.

Blade Care



WARNING: When removing the cutting blade for sharpening or replacement, protect your hands with a pair of heavy gloves or use a heavy rag to hold the blade.

Periodically inspect the blade adapter for cracks, especially if you strike a foreign object. Replace when necessary. Follow the steps below for blade service.

1. Disconnect spark plug boot from spark plug. Turn mower on its side making sure that the air filter and the carburetor are facing up.
2. Remove the bolt and the blade bell support which hold the blade and the blade adapter to the engine crankshaft. See Figure 7-1.

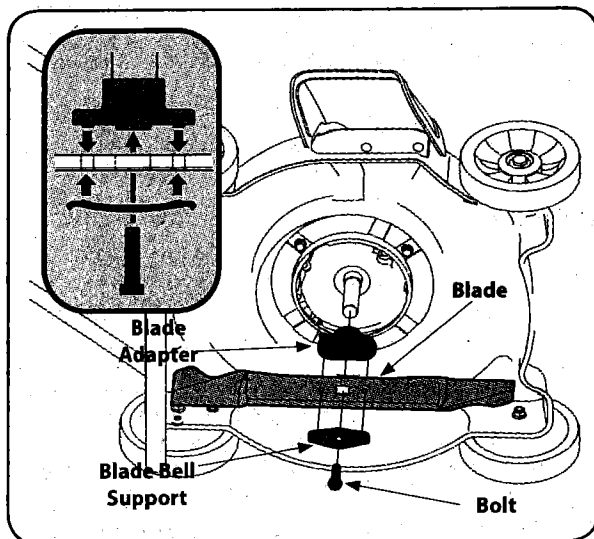


Figure 7-1

3. Remove blade and adapter from the crankshaft. See Figure 7-1.
4. Remove blade from the adapter for testing balance. Balance the blade on a round shaft screwdriver to check. Remove metal from the heavy side until it balances evenly. When sharpening the blade, follow the original angle of grind. Grind each cutting edge equally to keep the blade balanced.



WARNING: An unbalanced blade will cause excessive vibration when rotating at high speeds. It may cause damage to mower and could break causing personal injury.

5. Lubricate the engine crankshaft and the inner surface of the blade adapter with light oil. Slide the blade adapter onto the engine crankshaft. Place the blade on the adapter such that the side of the blade marked "Bottom" (or with part number) faces the ground when the mower is in the operating position. Make sure that the blade is aligned and seated on the blade adapter flanges.
6. Place blade bell support on the blade. Align notches on the blade bell support with small holes in blade.
7. Replace hex bolt and tighten hex bolt to torque: 450 in. lbs. min., 600 in. lbs. max.

To ensure safe operation of your mower, periodically check the blade bolt for correct torque.

Off-Season Storage

The following steps should be taken to prepare your lawn mower for storage.

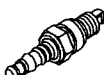
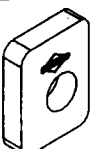



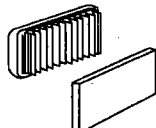




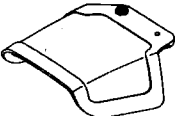
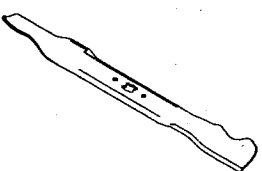
- Clean and lubricate mower thoroughly as described in the lubrication instructions.
- Do not use a pressure washer or garden hose to clean your unit.
- Coat mower's cutting blade with chassis grease to prevent rusting.
- Refer to engine manual for correct engine storage instructions.
- Store mower in a dry, clean area. Do not store next to corrosive materials, such as fertilizer.

When storing any type of power equipment in a poorly ventilated or metal storage shed, care should be taken to rust-proof the equipment. Using a light oil or silicone, coat the equipment, especially cables and all moving parts of your lawn mower before storage.

Problem	Cause	Remedy
Engine fails to start	<ol style="list-style-type: none"> 1. Blade control disengaged. 2. Spark plug boot disconnected. 3. Fuel tank empty or stale fuel. 4. Engine not primed (if equipped with primer). 5. Faulty spark plug. 6. Blocked fuel line. 7. Engine flooded. 8. Fuel valve (if equipped) closed. 9. Engine not choked (if equipped with choke). 	<ol style="list-style-type: none"> 1. Engage blade control. 2. Connect wire to spark boot. 3. Fill tank with clean, fresh gasoline. 4. Prime engine as instructed in the Operation section. 5. Clean, adjust gap, or replace. 6. Clean fuel line. 7. Wait a few minutes to restart, but do not prime. 8. Open fuel valve. See engine manual. 9. Choke engine. See engine manual.
Engine runs erratic	<ol style="list-style-type: none"> 1. Spark plug boot loose. 2. Blocked fuel line or stale fuel. 3. Vent in gas cap plugged. 4. Water or dirt in fuel system. 5. Dirty air cleaner. 6. Unit running with CHOKE (if equipped) applied. 	<ol style="list-style-type: none"> 1. Connect and tighten spark plug boot. 2. Clean fuel line; fill tank with clean, fresh gasoline. 3. Clear vent. 4. Drain fuel tank. Refill with fresh fuel. 5. Refer to engine manual. 6. Push CHOKE knob in.
Engine overheats	<ol style="list-style-type: none"> 1. Engine oil level low. 2. Air flow restricted. 	<ol style="list-style-type: none"> 1. Fill crankcase with proper oil. 2. Clean area around and on top of engine.
Occasional skips (hesitates) at high speed	<ol style="list-style-type: none"> 1. Spark plug gap too close. 	<ol style="list-style-type: none"> 1. Adjust gap. Refer to engine manual.
Idles poorly	<ol style="list-style-type: none"> 1. Spark plug fouled, faulty, or gap too wide. 2. Dirty air cleaner. 	<ol style="list-style-type: none"> 1. Reset gap or replace spark plug. Refer to engine manual. 2. Refer to engine manual.
Excessive Vibration	<ol style="list-style-type: none"> 1. Cutting blade loose or unbalanced. 2. Bent cutting blade. 	<ol style="list-style-type: none"> 1. Tighten blade and adapter. Balance blade. 2. See an authorized service dealer.
Mower will not mulch grass	<ol style="list-style-type: none"> 1. Wet grass. 2. Excessively high grass. 3. Dull blade. 	<ol style="list-style-type: none"> 1. Do not mow when grass is wet; wait until later to cut. 2. Mow once at a high cutting height, then mow again at desired height or make a narrower cutting path. 3. Sharpen or replace blade.
Uneven cut	<ol style="list-style-type: none"> 1. Wheels not positioned correctly. 2. Dull blade. 	<ol style="list-style-type: none"> 1. Place all four wheels in same height position (if equipped with individual height adjusters). 2. Sharpen or replace blade.

Replacement Parts

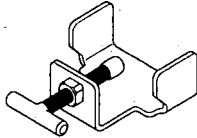
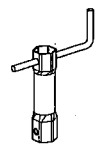
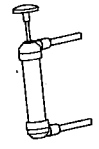
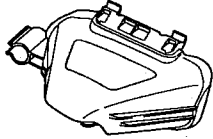
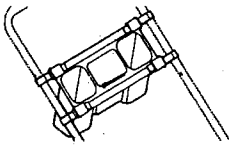
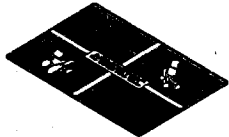

9

Component	Part Number and Description	
	759-3336	Spark Plug (Briggs & Stratton)
	951-14437	Spark Plug (MTD - 140cc)
	951-10292	Spark Plug (MTD - 139cc)
    	BS-799579	Air Filter Cartridge (Briggs & Stratton)
	951-14627	Air Cleaner (MTD - 140cc Foam)
	951-14628	Air Cleaner (MTD - 140cc Paper)
	951-10732	Air Cleaner (MTD - 139cc Oval)
	951-10298	Air Cleaner Kit (MTD - 139cc Square)
 	BS-799585	Fuel Tank Cap (Briggs & Stratton)
	951-14694	Fuel Cap Assembly (MTD - 140cc)
	951-12738	Fuel Cap Assembly (MTD - 140cc)
	951-10358A	Fuel Filter (MTD)
	734-04063B	Wheel
	731-0064	Discharge Chute
	942-0640	Mulching Blade

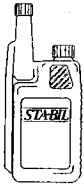

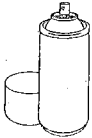
Phone (800) 800-7310 or (330) 220-4683 to order replacement parts or a complete Parts Manual (have your full model number and serial number ready). Parts Manual downloads are also available free of charge at www.mtdproducts.com.

Attachments & Accessories

10

Component	Model Number and Description
	490-850-0005 Blade Removal Tool — Holds blade in place for faster, safer removal.
	SPW-134 Spark Plug Wrench — Dual ended wrench to serve multiple uses. Fits 3/4" or 13/16" hex plug.
	490-850-0008 Oil Siphon — Makes it easy to transfer gas, oil and liquids from tank to container.
	490-850-0016 Side Discharge Blower — Blows leaves, grass clippings and debris. Eliminates need for separate blower. Easy installation with no tools.
	490-850-0015 Cargo Carrier — Conveniently holds drinks, tools and more. Simple installation. Attaches in less than two minutes with no tools.
	490-241-0034 Garage Floor Mat — Anti-skid mat, measures 24" x 36". Protects garage floor from stains.
	490-850-0012 Mower Kick Stand — Keeps mower stable for changing/ sharpening blade and cleaning underside of deck.

Phone (800) 800-7310 or (330) 220-4683 to order attachments and accessories. Have your mower's full model number and serial number ready to assure compatibility. Items can also be purchased online at www.mtdproducts.com.

Component	Model Number and Description
	<p>22216 STA-BIL® fuel Stabilizer, 32 oz — Treats 80 gallons of fuel. Keeps stored fuel fresh for quick, easy starts. Prevents corrosion from moisture and ethanol-induced attraction. Prevents gum and varnish.</p>
	<p>490-290-0012 Mower Cover — Protects your mower against sun, rain and dust damage. Coated for maximum water resistance and repellency. U.V. and mildew resistant</p>
	<p>490-900-0062 Non-Stick Mower Deck Spray — Long-Lasting anti-stick graphite spray. Prevents grass clippings buildup in mowing deck.</p>

Phone (800) 800-7310 or (330) 220-4683 to order attachments and accessories. Have your mower's full model number and serial number ready to assure compatibility. Items can also be purchased online at www.mtdproducts.com.

MANUFACTURER'S LIMITED WARRANTY FOR



The limited warranty set forth below is given by MTD LLC with respect to new merchandise purchased and used in the United States and/or its territories and possessions, and by MTD Products Limited with respect to new merchandise purchased and used in Canada and/or its territories and possessions (either entity respectively, "MTD").

This warranty is in addition to any applicable emissions warranty provided with your product.

"MTD" warrants this product (excluding its *Normal Wear Parts* and *Attachments* as described below) against defects in material and workmanship for a period of one (1) year commencing on the date of original purchase and will, at its option, repair or replace, free of charge, any part found to be defective in materials or workmanship. This limited warranty shall only apply if this product has been operated and maintained in accordance with the Operator's Manual furnished with the product, and has not been subject to misuse, abuse, commercial use, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water, or damage because of other peril or natural disaster. Damage resulting from the installation or use of any part, accessory or attachment not approved by MTD for use with the product(s) covered by this manual will void your warranty as to any resulting damage.

Normal Wear Parts are warranted to be free from defects in material and workmanship for a period of thirty (30) days from the date of purchase. Normal wear parts include, but are not limited to items such as: batteries, belts, blades, blade adapters, tines, grass bags, wheels, rider deck wheels, seats, snow thrower skid shoes, friction wheels, shave plates, auger spiral rubber and tires.

Attachments — MTD warrants attachments for this product against defects in material and workmanship for a period of one (1) year, commencing on the date of the attachment's original purchase or lease. Attachments include, but are not limited to items such as: grass collectors and mulch kits.

HOW TO OBTAIN SERVICE: Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer. To locate the dealer in your area:

In the U.S.A.

Check your Yellow Pages, or contact MTD LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019, or call 1-800-800-7310, 1-330-220-4683 or log on to our Web site at www.mtdproducts.com:

In Canada

Contact MTD Products Limited, Kitchener, ON N2G 4J1, or call 1-800-668-1238 or log on to our Web site at www.mtdcanada.com.

This limited warranty does **not** provide coverage in the following cases:

- a. The engine or component parts thereof. These items may carry a separate manufacturer's warranty. Refer to applicable manufacturer's warranty for terms and conditions.

- b. Log splitter pumps, valves, and cylinders have a separate one-year warranty.
- c. Routine maintenance items such as lubricants, filters, blade sharpening, tune-ups, brake adjustments, clutch adjustments, deck adjustments, and normal deterioration of the exterior finish due to use or exposure.
- d. Service completed by someone other than an authorized service dealer.
- e. MTD does not extend any warranty for products sold or exported outside of the United States and/or Canada, and their respective possessions and territories, except those sold through MTD's authorized channels of export distribution.
- f. Replacement parts that are not genuine MTD parts.
- g. Transportation charges and service calls.
- h. MTD does not warrant this product for commercial use.

No implied warranty, including any implied warranty of merchantability or fitness for a particular purpose, applies after the applicable period of express written warranty above as to the parts as identified. No other express warranty, whether written or oral, except as mentioned above, given by any person or entity, including a dealer or retailer, with respect to any product, shall bind MTD. During the period of the warranty, the exclusive remedy is repair or replacement of the product as set forth above.

The provisions as set forth in this warranty provide the sole and exclusive remedy arising from the sale. MTD shall not be liable for incidental or consequential loss or damage including, without limitation, expenses incurred for substitute or replacement lawn care services or for rental expenses to temporarily replace a warranted product.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. **Alteration of safety features of the product shall void this warranty.** You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the misuse or inability to use the product.

This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift.

HOW STATE LAW RELATES TO THIS WARRANTY: This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

IMPORTANT: Owner must present Original Proof of Purchase to obtain warranty coverage.

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019; Phone: 1-800-800-7310, 1-330-220-4683
MTD Canada Limited - KITCHENER, ON N2G 4J1; Phone 1-800-668-1238



(en) **Operator's Manual**
(es) **Manual del Operario**
(fr) **Manuel de l'opérateur**

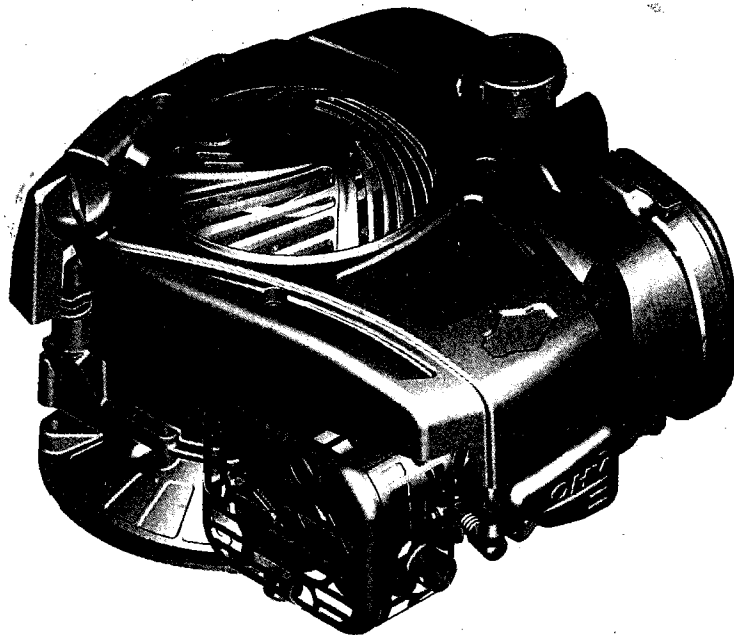


Model 80000

E Series™ 300e Series™
450e Series™

Model 90000

E Series™ 500e Series™
EX Series™ 550e Series™
550ex Series™
575ex Series™
600e Series™
625ex Series™



Copyright © Briggs & Stratton Corporation,
Milwaukee, WI, USA. All rights reserved.
Briggs & Stratton is a registered trademark
of Briggs & Stratton Corporation.

Form No. 381266TRI
Revision: G

English

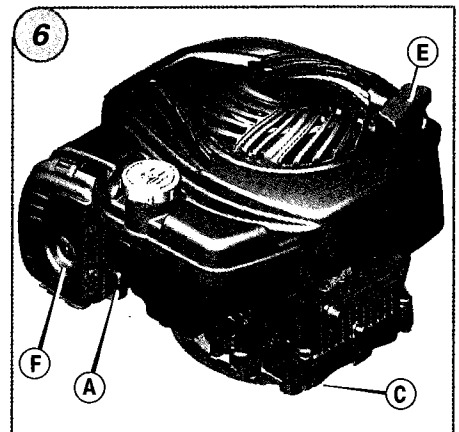
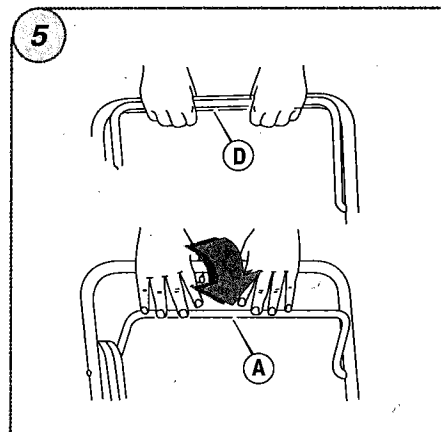
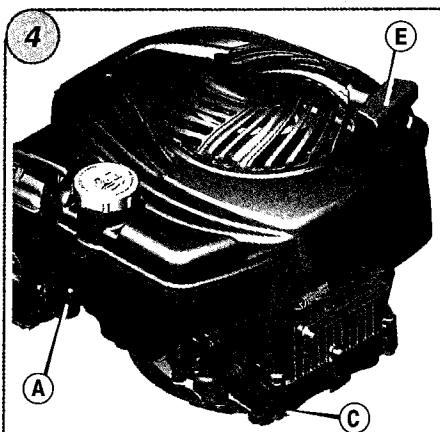
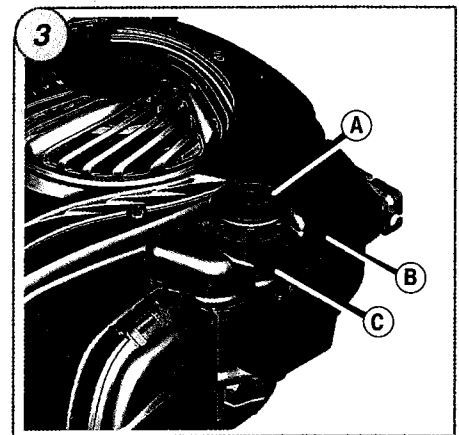
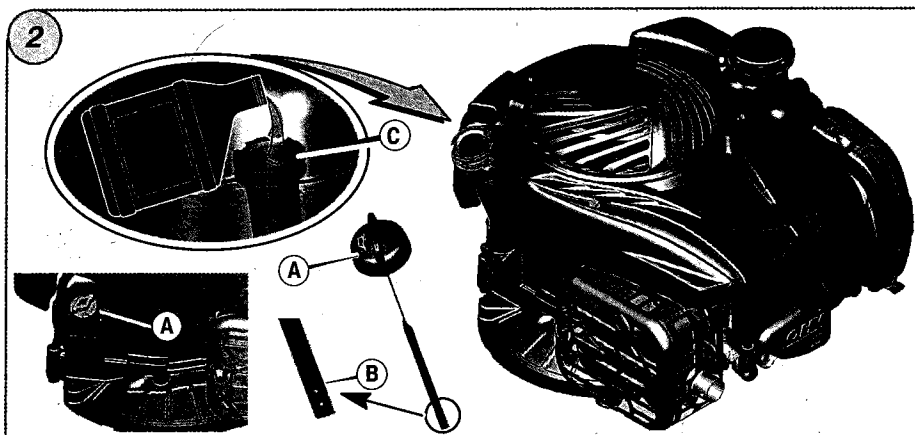
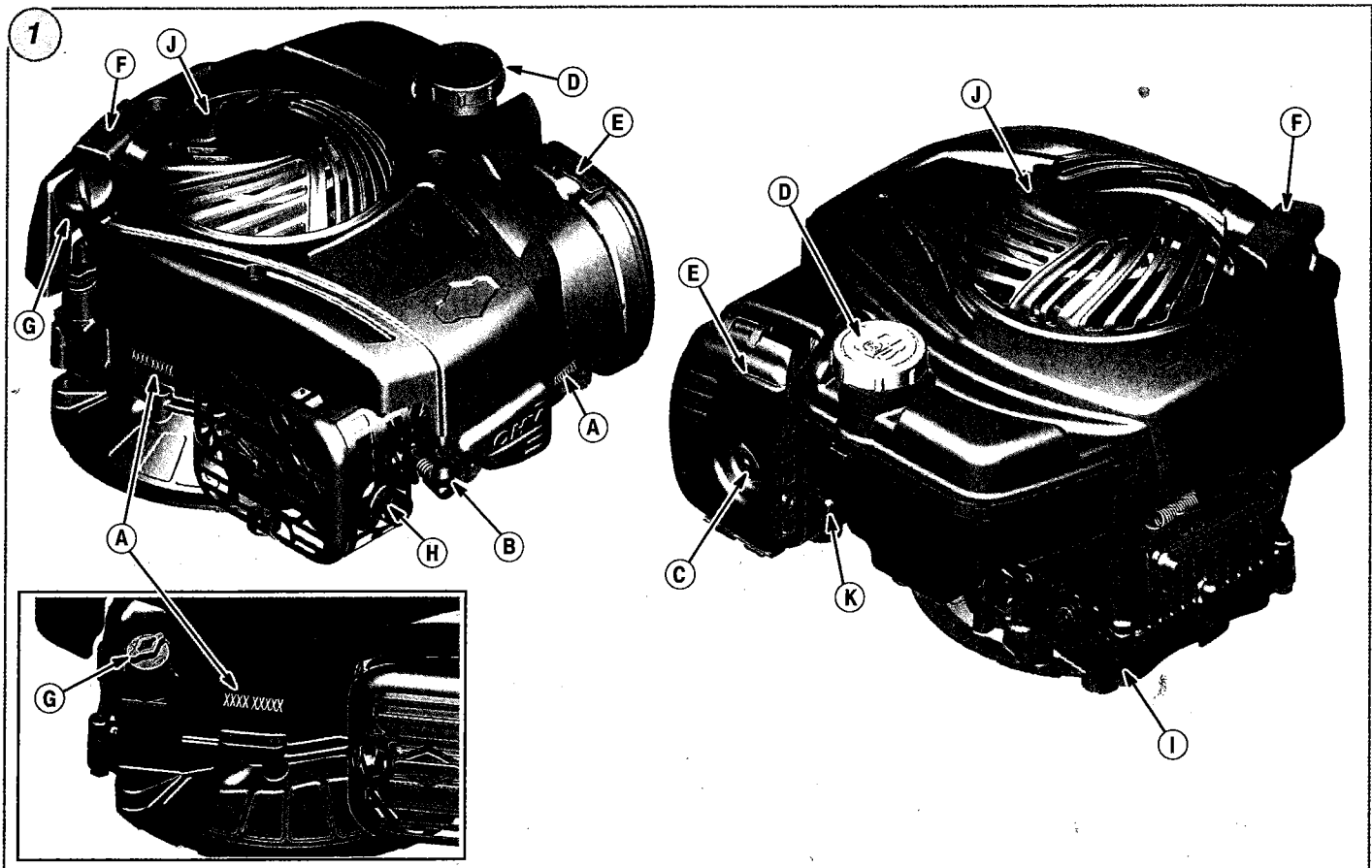
en

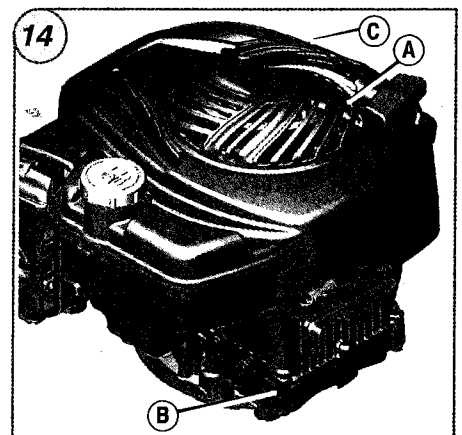
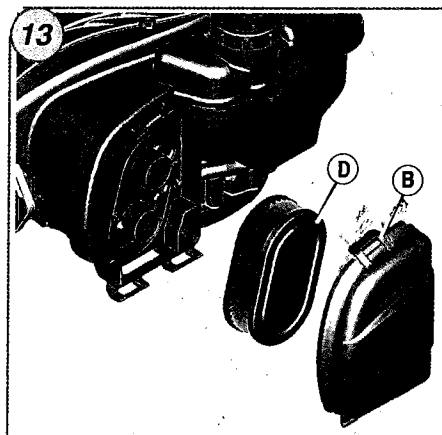
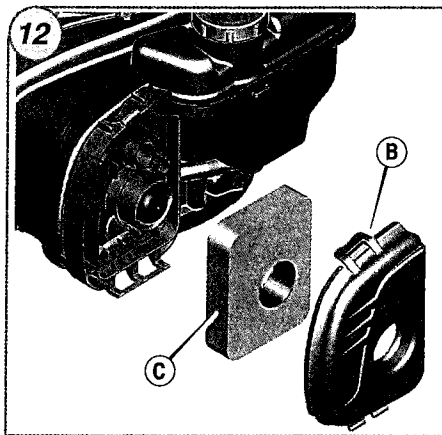
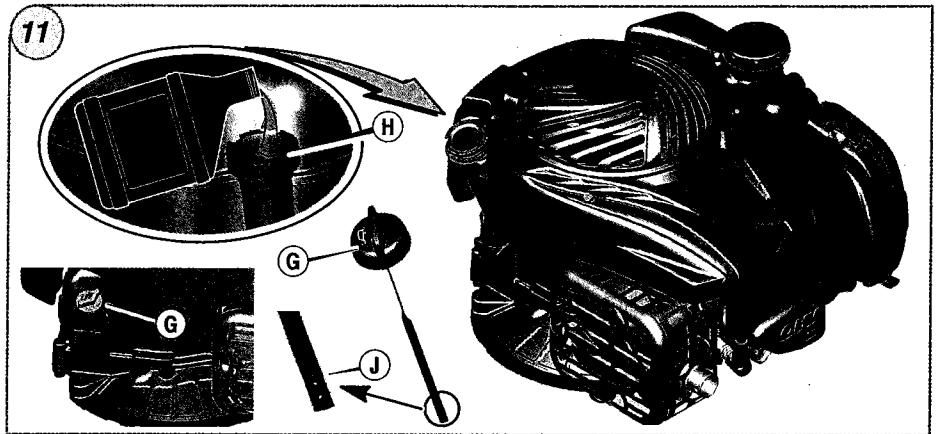
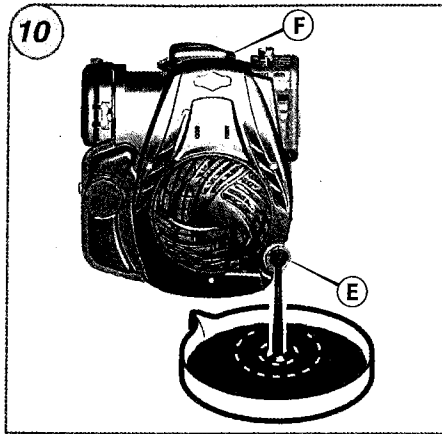
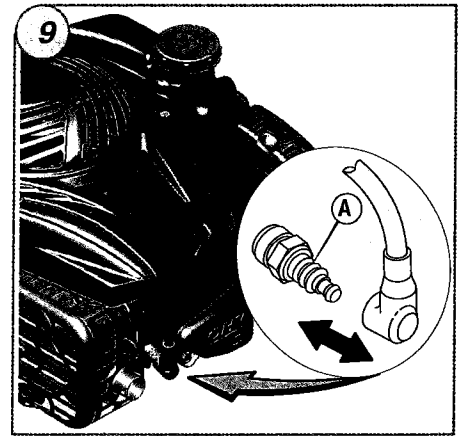
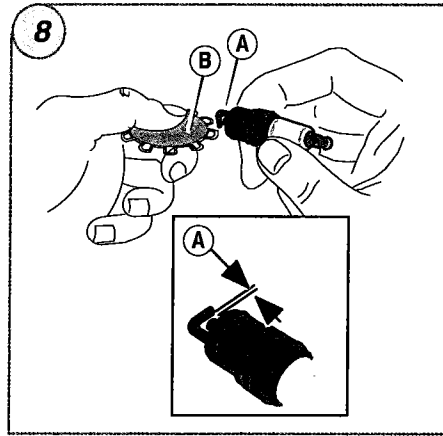
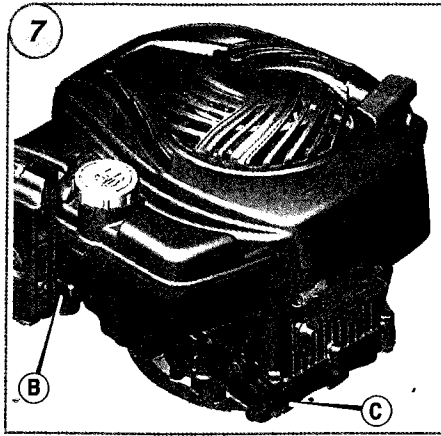
Español

es

Français

fr





General Information

This manual contains safety information to make you aware of the hazards and risks associated with engines and how to avoid them. It also contains instructions for the proper use and care of the engine. Because Briggs & Stratton Corporation does not necessarily know what equipment this engine will power, it is important that you read and understand these instructions and the instructions for the equipment. **Save these original instructions for future reference.**

For replacement parts or technical assistance, record below the engine model, type, and code numbers along with the date of purchase. These numbers are located on your engine (see the **Features and Controls** page).

Date of purchase: _____
MM/DD/YYYY

Engine model: _____
Model: Type: Code:

Look for the 2D barcode located on some engines. When viewed with a 2D-capable device, the code will bring up our website where you can access support information for this product. Data rates apply. Some countries may not have online support information available.





Power Ratings: The gross power rating for individual gasoline engine models is labeled in accordance with SAE (Society of Automotive Engineers) code J1940 Small Engine Power & Torque Rating Procedure, and is rated in accordance with SAE J1995. Torque values are derived at 2600 RPM for those engines with "rpm" called out on the label and 3060 RPM for all others; horsepower values are derived at 3600 RPM. The gross power curves can be viewed at www.BRIGGSandSTRATTON.COM. Net power values are taken with exhaust and air cleaner installed whereas gross power values are collected without these attachments. Actual gross engine power will be higher than net engine power and is affected by, among other things, ambient operating conditions and engine-to-engine variability. Given the wide array of products on which engines are placed, the gasoline engine may not develop the rated gross power when used in a given piece of power equipment. This difference is due to a variety of factors including, but not limited to, the variety of engine components (air cleaner, exhaust, charging, cooling, carburetor, fuel pump, etc.), application limitations, ambient operating conditions (temperature, humidity, altitude), and engine-to-engine variability. Due to manufacturing and capacity limitations, Briggs & Stratton may substitute an engine of higher rated power for this engine.


Operator Safety


SAFETY AND CONTROL SYMBOLS



The safety alert symbol  is used to identify safety information about hazards that can result in personal injury. A signal word (DANGER, WARNING, or CAUTION) is used with the alert symbol to indicate the likelihood and the potential severity of injury. In addition, a hazard symbol may be used to represent the type of hazard.

 **DANGER** indicates a hazard which, if not avoided, will result in death or serious injury.

 **WARNING** indicates a hazard which, if not avoided, could result in death or serious injury.

 **CAUTION** indicates a hazard which, if not avoided, could result in minor or moderate injury.

NOTICE indicates a situation that could result in damage to the product.

WARNING

Certain components in this product and its related accessories contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Wash hands after handling.

WARNING

The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

WARNING

Briggs & Stratton Engines are not designed for and are not to be used to power: fun-karts; go-karts; children's, recreational, or sport all-terrain vehicles (ATVs); motorbikes; hovercraft; aircraft products; or vehicles used in competitive events not sanctioned by Briggs & Stratton. For information about competitive racing products, see www.briggsracing.com. For use with utility and side-by-side ATVs, please contact Briggs & Stratton Engine Application Center, 1-866-927-3349. Improper engine application may result in serious injury or death.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.



WARNING



Fuel and its vapors are extremely flammable and explosive.
Fire or explosion can cause severe burns or death.

When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary
- If fuel spills, wait until it evaporates before starting engine.

When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.

When Operating Equipment

- Do not tip engine or equipment at angle which causes fuel to spill.
- Do not choke the carburetor to stop engine.
- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

When Changing Oil

- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Tipping Unit for Maintenance

- When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

When Transporting Equipment

- Transport with fuel tank EMPTY or with fuel shut-off valve OFF.

When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.



WARNING



Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

Broken bones, fractures, bruises or sprains could result.

- When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.
- Remove all external equipment/engine loads before starting engine.
- Direct-coupled equipment components such as, but not limited to, blades, impellers, pulleys, sprockets, etc., must be securely attached.



WARNING



Rotating parts can contact or entangle hands, feet, hair, clothing, or accessories.

Traumatic amputation or severe laceration can result.

- Operate equipment with guards in place.
- Keep hands and feet away from rotating parts.
- Tie up long hair and remove jewelry.
- Do not wear loose-fitting clothing, dangling drawstrings or items that could become caught.



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.

Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.



WARNING



Starting engine creates sparking.

Sparking can ignite nearby flammable gases.

Explosion and fire could result.

- If there is natural or LP gas leakage in area, do not start engine.
- Do not use pressurized starting fluids because vapors are flammable.



WARNING



POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.



WARNING



Unintentional sparking can result in fire or electric shock.

Unintentional start-up can result in entanglement, traumatic amputation, or laceration.

Fire hazard



Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine speed.
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

Features and Controls

Compare the illustration ① with your engine to familiarize yourself with the location of various features and controls.

- A. Engine Identification
Model Type Code
- B. Spark Plug
- C. Primer (optional)
- D. Fuel Tank and Cap
- E. Air Cleaner
- F. Starter Cord Handle
- G. Dipstick
- H. Muffler
Muffler Guard (optional)
Spark Arrester (optional)
- I. Throttle Control (optional)
- J. Finger Guard
- K. Stop Switch (optional)

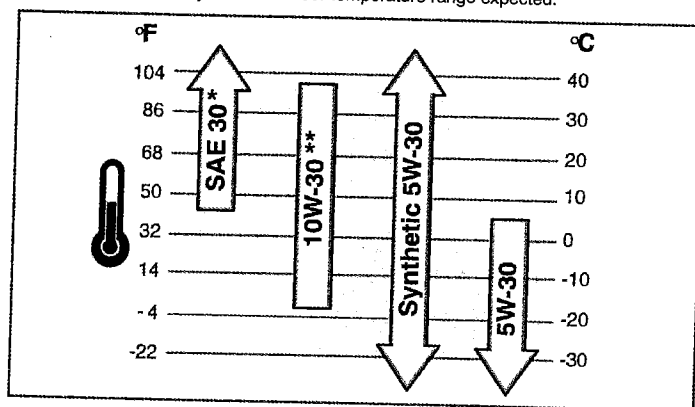
Operation

Oil capacity (see the **Specifications** section)

Oil Recommendations

We recommend the use of Briggs & Stratton Warranty Certified oils for best performance. Other high-quality detergent oils are acceptable if classified for service SF, SG, SH, SJ or higher. Do not use special additives.

Outdoor temperatures determine the proper oil viscosity for the engine. Use the chart to select the best viscosity for the outdoor temperature range expected.



* Below 40°F (4°C) the use of SAE 30 will result in hard starting.

** Above 80°F (27°C) the use of 10W-30 may cause increased oil consumption. Check oil level more frequently.

How To Check/Add Oil - Figure ②

Before adding or checking the oil

- Place engine level.
- Clean the oil fill area of any debris.
- 1. Remove the dipstick (A) and wipe with a clean cloth (Figure 2).
- 2. Insert and tighten the dipstick.
- 3. Remove the dipstick and check the oil level. It should be at the top of the full indicator (B) on the dipstick.
- 4. If low, add oil slowly into the engine oil fill (C). **Do not overfill.** After adding oil, wait one minute and then recheck the oil level.
- 5. Replace and tighten the dipstick.

Low Oil Protection System (if equipped)

Some engines are equipped with a low oil sensor. If the oil is low, the sensor will either activate a warning light or stop the engine. Stop the engine and follow these steps before restarting the engine.

- Make sure the engine is level.
- Check the oil level. See the **How To Check/Add Oil** section.
- If the oil level is low, add the proper amount of oil. Start the engine and make sure the warning light (if equipped) is not activated.
- If the oil level is not low, **do not start** the engine. Contact an Authorized Briggs & Stratton Dealer to have the oil problem corrected.

Fuel Recommendations

Fuel must meet these requirements:

- Clean, fresh, unleaded gasoline.
- A minimum of 87 octane/87 AKI (91 RON). High altitude use, see below.
- Gasoline with up to 10% ethanol (gasohol) is acceptable.

CAUTION: Do not use unapproved gasolines, such as E15 and E85. Do not mix oil in gasoline or modify the engine to run on alternate fuels. Use of unapproved fuels will cause damage to engine components, which will not be covered under warranty.

To protect the fuel system from gum formation, mix a fuel stabilizer into the fuel. See **Storage**. All fuel is not the same. If starting or performance problems occur, change fuel providers or change brands. This engine is certified to operate on gasoline. The emissions control system for this engine is EM (Engine Modifications).

High Altitude

At altitudes over 5,000 feet (1524 meters), a minimum 85 octane/85 AKI (89 RON) gasoline is acceptable. To remain emissions compliant, high altitude adjustment is required. Operation without this adjustment will cause decreased performance, increased fuel consumption, and increased emissions. See an authorized Briggs & Stratton Dealer for high altitude adjustment information.

Operation of the engine at altitudes below 2,500 feet (762 meters) with high altitude adjustment is not recommended.

How To Add Fuel - Figure ③



WARNING

Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Adding Fuel

- Turn engine off and let engine cool at least 2 minutes before removing the fuel cap.
- Fill fuel tank outdoors or in well-ventilated area.
- Do not overfill fuel tank. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck.
- Keep fuel away from sparks, open flames, pilot lights, heat, and other ignition sources.
- Check fuel lines, tank, cap, and fittings frequently for cracks or leaks. Replace if necessary.
- If fuel spills, wait until it evaporates before starting engine.

1. Clean the fuel cap area of dirt and debris. Remove the fuel cap (A, Figure 3).
2. Fill the fuel tank (B) with fuel. To allow for expansion of the fuel, do not fill above the bottom of the fuel tank neck (C).
3. Reinstall the fuel cap.

How To Start The Engine



WARNING

Rapid retraction of starter cord (kickback) will pull hand and arm toward engine faster than you can let go.

Broken bones, fractures, bruises or sprains could result.



- When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.



WARNING

Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



When Starting Engine

- Ensure that spark plug, muffler, fuel cap and air cleaner (if equipped) are in place and secured.
- Do not crank engine with spark plug removed.
- If engine floods, set choke (if equipped) to OPEN/RUN position, move throttle (if equipped) to FAST position and crank until engine starts.



WARNING

POISONOUS GAS HAZARD. Engine exhaust contains carbon monoxide, a poisonous gas that could kill you in minutes. You CANNOT see it, smell it, or taste it. Even if you do not smell exhaust fumes, you could still be exposed to carbon monoxide gas. If you start to feel sick, dizzy, or weak while using this product, shut it off and get to fresh air RIGHT AWAY. See a doctor. You may have carbon monoxide poisoning.

- Operate this product ONLY outside far away from windows, doors and vents to reduce the risk of carbon monoxide gas from accumulating and potentially being drawn towards occupied spaces.
- Install battery-operated carbon monoxide alarms or plug-in carbon monoxide alarms with battery back-up according to the manufacturer's instructions. Smoke alarms cannot detect carbon monoxide gas.
- DO NOT run this product inside homes, garages, basements, crawlspaces, sheds, or other partially-enclosed spaces even if using fans or opening doors and windows for ventilation. Carbon monoxide can quickly build up in these spaces and can linger for hours, even after this product has shut off.
- ALWAYS place this product downwind and point the engine exhaust away from occupied spaces.

NOTICE: This engine was shipped from Briggs & Stratton without oil. Before you start the engine, make sure you add oil according to the instructions in this manual. If you start the engine without oil, it will be damaged beyond repair and will not be covered under warranty.

Determine The Starting System



Before starting the engine, you must determine the type of starting system that is on your engine. Your engine will have one of the following types.

- **ReadyStart® System:** This features a temperature controlled automatic choke. It does not have a manual choke or a primer.
- **Primer System:** This features a red primer to be used for starting in cool temperatures. It does not have a manual choke.

To start your engine, follow the instructions for your type of starting system.

Note: Equipment may have remote controls. See the equipment manual for location and operation of remote controls.

ReadyStart® System - Figure 4 5

1. Check the oil level. See the **How To Check/Add Oil** section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 4), if equipped, to the on position.
4. Move the throttle control (C, Figure 4), if equipped, to the fast  position.
Operate the engine in the fast  position.
5. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).



6. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 4).

Note: If the engine does not start after repeated attempts, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).



WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

Primer System - Figure 5 6

1. Check the oil level. See the **How To Check/Add Oil** section.
2. Make sure equipment drive controls, if equipped, are disengaged.
3. Push the stop switch (A, Figure 6), if equipped, to the on position.
4. Move the throttle control (C, Figure 6), if equipped, to the fast  position.
Operate the engine in the fast  position.
5. Push the red primer (F) three times.
Note: Priming is usually unnecessary when restarting a warm engine.
Note: If you push the primer too many times, excessive fuel will flood the carburetor and the engine will be difficult to start.
6. If the product is equipped with an engine stop lever (D), hold the engine stop lever against the handle (Figure 5).
7. Firmly hold the starter cord handle (E). Pull the starter cord handle slowly until resistance is felt, then pull rapidly (Figure 6).
Note: If the engine does not start after repeated attempts, repeat Steps 5, 6, and 7. If it still does not start, go to BRIGGSandSTRATTON.COM or call 1-800-233-3723 (in USA).




WARNING: Rapid retraction of the starter cord (kickback) will pull your hand and arm toward the engine faster than you can let go. Broken bones, fractures, bruises or sprains could result. When starting engine, pull the starter cord slowly until resistance is felt and then pull rapidly to avoid kickback.

How To Stop The Engine - Figure 5 7

Release the engine stop lever (A, Figure 5)

Engine with Stop Switch: Push the stop switch (B, Figure 7) to the off position
or

Engine with Throttle Control: Move the throttle control (C, Figure 7) to the stop  position.

Maintenance

NOTICE: If the engine is tipped during maintenance, the fuel tank **must be empty** and the spark plug side **must be up**. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.



WARNING: When performing maintenance that requires the unit to be tipped, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

NOTICE: All the components used to build this engine must remain in place for proper operation.

Emissions Control

Maintenance, replacement, or repair of the emissions control devices and systems may be performed by any non-road engine repair establishment or individual. However, to obtain "no charge" emissions control service, the work must be performed by a factory authorized dealer. See the Emissions Warranty.



WARNING

Unintentional sparking can result in fire or electric shock.
Unintentional start-up can result in entanglement, traumatic amputation, or laceration.
Fire hazard



Before performing adjustments or repairs:

- Disconnect the spark plug wire and keep it away from the spark plug.
- Disconnect battery at negative terminal (only engines with electric start.)
- Use only correct tools.
- Do not tamper with governor spring, links or other parts to increase engine speed.
- Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.
- Do not strike the flywheel with a hammer or hard object because the flywheel may later shatter during operation.

When testing for spark:

- Use approved spark plug tester.
- Do not check for spark with spark plug removed.

Maintenance Chart

First 5 Hours
<ul style="list-style-type: none"> Change oil
Every 5 Hours or Daily
<ul style="list-style-type: none"> Check engine oil level Clean area around muffler and controls Clean finger guard
Every 25 Hours or Annually
<ul style="list-style-type: none"> Clean air filter *
Every 50 Hours or Annually
<ul style="list-style-type: none"> Change engine oil Check muffler and spark arrester
Annually
<ul style="list-style-type: none"> Replace air filter Replace spark plug Clean air cooling system *

* In dusty conditions or when airborne debris is present, clean more often.

Carburetor And Engine Speed Adjustment

Never make adjustments to the carburetor or engine speed. The carburetor was set at the factory to operate efficiently under most conditions. Do not tamper with the governor spring, linkages, or other parts to change the engine speed. If any adjustments are required contact a Briggs & Stratton Authorized Service Center for service.

NOTICE: The equipment manufacturer specifies the maximum speed for the engine as installed on the equipment. **Do not exceed** this speed. If you are unsure what the equipment maximum speed is, or what the engine speed is set to from the factory, contact a Briggs & Stratton Authorized Service Center for assistance. For safe and proper operation of the equipment, the engine speed should be adjusted only by a qualified service technician.

Inspect Muffler And Spark Arrester - Figure 1



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.



Severe thermal burns can occur on contact.

Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.
- It is a violation of California Public Resource Code, Section 4442, to use or operate the engine on any forest-covered, brush-covered, or grass-covered land unless the exhaust system is equipped with a spark arrester, as defined in Section 4442, maintained in effective working order. Other states or federal jurisdictions may have similar laws. Contact the original equipment manufacturer, retailer, or dealer to obtain a spark arrester designed for the exhaust system installed on this engine.

Remove accumulated debris from muffler area and cylinder area. Inspect the muffler (H, Figure 1) for cracks, corrosion, or other damage. Remove the spark arrester, if equipped, and inspect for damage or carbon blockage. If damage is found, install replacement parts before operating.



WARNING: Replacement parts must be of the same design and installed in the same position as the original parts. Other parts may not perform as well, may damage the unit, and may result in injury.

How To Replace The Spark Plug - Figure 8

Check the gap (A, Figure 8) with a wire gauge (B). If necessary, reset the gap. Install and tighten the spark plug to the recommended torque. For gap setting or torque, see the **Specifications** section.

Note: In some areas, local law requires using a resistor spark plug to suppress ignition signals. If this engine was originally equipped with a resistor spark plug, use the same type for replacement.

How To Change The Oil - Figure 9 10 11



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



- When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion.

Used oil is a hazardous waste product and must be disposed of properly. Do not discard with household waste. Check with your local authorities, service center, or dealer for safe disposal/recycling facilities.

Remove Oil

The oil must be drained from the top oil fill tube (E, Figure 10).

- With engine off but still warm, disconnect the spark plug wire (A) and keep it away from the spark plug (Figure 9).
- Remove the dipstick (G, Figure 11).
- When you drain the oil from the top oil fill tube (E), keep the spark plug end of the engine (F) up (Figure 10). Drain the oil into an approved container.



WARNING: When you drain the oil from the top oil fill tube, the fuel tank must be empty or fuel can leak out and result in a fire or explosion. To empty the fuel tank, run the engine until it stops from lack of fuel.

Add Oil

- Place engine level.
 - Clean the oil fill area of any debris.
 - See the **Specifications** section for oil capacity.
- Remove the dipstick (G) and wipe with a clean cloth (Figure 11).
 - Pour the oil slowly into the engine oil fill (H). **Do not overfill.** After adding oil, wait one minute and then check the oil level.
 - Install and tighten the dipstick.
 - Remove the dipstick and check the oil level. It should be at the top of the full indicator (J) on the dipstick.
 - Install and tighten the dipstick.

How To Service The Air Filter - Figure 12 13



WARNING



Fuel and its vapors are extremely flammable and explosive. Fire or explosion can cause severe burns or death.



- Never start or run the engine with the air cleaner assembly (if equipped) or the air filter (if equipped) removed.

NOTICE: Do not use pressurized air or solvents to clean the filter. Pressurized air can damage the filter and solvents will dissolve the filter.

Two types of air filter systems are shown, a **Standard** and a **High Capacity**. Determine the type installed on your engine and service as follows.

Standard Air Filter - Figure 12

The air cleaner system uses a foam element that can be washed and reused.

- Open the cover (B, Figure 12).
- Remove the foam element (C).
- Wash the foam element in liquid detergent and water. Squeeze dry the foam element in a clean cloth.
- Saturate the foam element with clean engine oil. To remove the excess engine oil, squeeze the foam element in a clean cloth.
- Install the foam element (C).
- Close the cover (B).

High Capacity Air Filter - Figure 13

The air cleaner system uses a pleated filter.

- Open the cover (B, Figure 13).
- Remove the filter (D).
- To loosen debris, gently tap the filter on a hard surface. If the filter is excessively dirty, replace with a new filter.
- Install the filter (D).
- Close the cover (B).

How To Clean The Air Cooling System - Figure 14



WARNING



Running engines produce heat. Engine parts, especially muffler, become extremely hot.

Severe thermal burns can occur on contact.



Combustible debris, such as leaves, grass, brush, etc. can catch fire.

- Allow muffler, engine cylinder and fins to cool before touching.
- Remove accumulated debris from muffler area and cylinder area.

NOTICE: Do not use water to clean the engine. Water could contaminate the fuel system. Use a brush or dry cloth to clean the engine.

This is an air cooled engine. Dirt or debris can restrict air flow and cause the engine to overheat, resulting in poor performance and reduced engine life.

Use a brush or dry cloth to remove debris from the finger guard (A). Keep linkage, springs and controls (B) clean. Keep the area around and behind the muffler (C) free of any combustible debris (Figure 14).

Storage



WARNING



Fuel and its vapors are extremely flammable and explosive.
Fire or explosion can cause severe burns or death.



When Storing Fuel Or Equipment With Fuel In Tank

- Store away from furnaces, stoves, water heaters or other appliances that have pilot lights or other ignition sources because they can ignite fuel vapors.

Fuel System

Fuel can become stale when stored over 30 days. Stale fuel causes acid and gum deposits to form in the fuel system or on essential carburetor parts. To keep fuel fresh, use **Briggs & Stratton Advanced Formula Fuel Treatment & Stabilizer**, available wherever Briggs & Stratton genuine service parts are sold.

For engines equipped with a FRESH START® fuel cap, use **Briggs & Stratton FRESH START®** available in a drip concentrate cartridge.

There is no need to drain gasoline from the engine if a fuel stabilizer is added according to instructions. Run the engine for 2 minutes to circulate the stabilizer throughout the fuel system before storage.

If gasoline in the engine has not been treated with a fuel stabilizer, it must be drained into an approved container. Run the engine until it stops from lack of fuel. The use of a fuel stabilizer in the storage container is recommended to maintain freshness.

Engine Oil

While the engine is still warm, change the engine oil.

NOTICE: Store the engine level (normal operating position). If the engine is tipped for storage, the fuel tank **must be empty** and the spark plug side **must be up**. If the fuel tank is not empty and if the engine is tipped in any other direction, it may be difficult to start due to oil or gasoline contaminating the air filter and/or the spark plug.

Troubleshooting

Need Assistance? Go to **BRIGGSandSTRATTON.COM** or call 1-800-233-3723 (in USA).

Specifications

Engine Specifications

Model	80000
Displacement	7.63 ci (125 cc)
Bore	2.362 in (60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	90000
Displacement	8.64 ci (140 cc)
Bore	2.495 in (63.40 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Engine Specifications

Model	093J00
Displacement	9.15 ci (150 cc)
Bore	2.583 in (65.60 mm)
Stroke	1.750 in (44.45 mm)
Oil Capacity	15 oz (0.44 L)

Tune-up Specifications *

Model	80000, 90000, 093J00
Spark Plug Gap	0.020 in (0.51 mm)
Spark Plug Torque	180 lb-in (20 Nm)
Armature Air Gap	0.006 - 0.014 in (0.15 - 0.36 mm)
Intake Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)
Exhaust Valve Clearance	0.004 - 0.008 in (0.10 - 0.20 mm)

* Engine power will decrease 3.5% for each 1,000 feet (300 meters) above sea level and 1% for each 10° F (5.6° C) above 77° F (25° C). The engine will operate satisfactorily at an angle up to 15°. Refer to the equipment operator's manual for safe allowable operating limits on slopes.

Common Service Parts

Service Part	Part Number
Air Filter, Standard	799579
Air Filter, High Capacity	798452
Oil - SAE 30	100113
Fuel Additive	5041, 5058
Resistor Spark Plug	692051
Spark Plug Wrench	19576
Spark Tester	19368

✓ We recommend that you see any Briggs & Stratton Authorized Dealer for all maintenance and service of the engine and engine parts.

LIMITED WARRANTY

Briggs & Stratton warrants that, during the warranty period specified below, it will repair or replace, free of charge, any part that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM. The purchaser must contact the Authorized Service Dealer, and then make the product available to the Authorized Service Dealer for inspection and testing.

There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the warranty period listed below, or to the extent permitted by law. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country. **

STANDARD WARRANTY TERMS **

Brand/Product Type	Consumer Use	Commercial Use
Vanguard™ ■	3 years	3 years
Commercial Turf Series™	2 years	2 years
Engines Featuring Dura-Bore™ Cast Iron Sleeve	2 years	1 year
All Other Briggs & Stratton Engines	2 years	90 days

* These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.COM or contact your Briggs & Stratton Authorized Service Dealer.

** In Australia - Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1300 274 447, or by emailing or writing to salesenquiries@briggsandstratton.com.au, Briggs & Stratton Australia Pty Ltd, 1 Moorebank Avenue, Moorebank, NSW, Australia, 2170.

▲ There is no warranty for engines on equipment used for prime power in place of a utility or for standby generators used for commercial purposes. Engines used in competitive racing or on commercial or rental tracks are not warranted.

■ Vanguard installed on standby generators: 2 years consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 2 years consumer use, 2 years commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Warranty Policy.

The warranty period begins on the date of purchase by the first retail or commercial consumer. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period. Product registration is not required to obtain warranty service on Briggs & Stratton products.

About Your Warranty

This limited warranty covers engine-related material and/or workmanship issues only, and not replacement or refund of the equipment to which the engine may be mounted. Routine maintenance, tune-ups, adjustments, or normal wear and tear are not covered under this warranty. Similarly, warranty is not applicable if the engine has been altered or modified or if the engine serial number has been defaced or removed. This warranty does not include used, reconditioned, second-hand, or demonstration equipment or engines. This warranty does not cover engine damage or performance problems caused by:

- The use of parts that are not original Briggs & Stratton parts;
- Operating the engine with insufficient, contaminated, or an incorrect grade of lubricating oil;
- The use of contaminated or stale fuel, gasoline formulated with ethanol greater than 10%, or the use of alternative fuels such as liquefied petroleum or natural gas on engines not originally designed/manufactured by Briggs & Stratton to operate on such fuels;
- Dirt which entered the engine because of improper air cleaner maintenance or re-assembly;
- Striking an object with the cutter blade of a rotary lawn mower, loose or improperly installed blade adapters, impellers, or other crankshaft coupled devices, or excessive v-belt tightness;
- Associated parts or assemblies such as clutches, transmissions, equipment controls, etc., which are not supplied by Briggs & Stratton;
- Overheating due to grass clippings, dirt and debris, or rodent nests which plug or clog the cooling fins or flywheel area, or by operating the engine without sufficient ventilation;
- Excessive vibration due to over-speeding, loose engine mounting, loose or unbalanced cutter blades or impellers, or improper coupling of equipment components to the crankshaft;
- Misuse, lack of routine maintenance, shipping, handling, or warehousing of equipment, or improper engine installation.

Warranty service is available only through Briggs & Stratton Authorized Service Dealers. Locate your nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM or by calling 1-800-233-3723 (in USA).

California U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "F" Trim Designation
(Model-Type-Trim Representation xxxxxx xxxxx Fx)
January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine/equipment. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine/equipment for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine/equipment.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies. Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, B&S will repair your engine/equipment at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, and any related emissions components of the equipment, are warranted for two years*. If any

emissions-related part on your B&S engine/equipment is defective, the part will be repaired or replaced by B&S.

- * Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- As the engine/equipment owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine/equipment, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine/equipment owner, you should however be aware that B&S may deny you warranty coverage if your engine/equipment or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine/equipment to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine and/or B&S supplied fuel system.

- Fuel Metering System
 - Cold start enrichment system (soft choke)
 - Carburetor and internal parts
 - Fuel pump
 - Fuel line, fuel line fittings, clamps
 - Fuel tank, cap and tether
 - Carbon canister
- Air Induction System
 - Air cleaner
 - Intake manifold
 - Purge and vent line
- Ignition System
 - Spark plug(s)
 - Magneto ignition system
- Catalyst System
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse valve
- Miscellaneous Items Used in Above Systems
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to

the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

- * Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **intermediate** rating would equate to 10 to 12 years.

Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:

Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:

Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:

Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

California, U.S. EPA, and Briggs & Stratton Corporation Emissions Control Warranty Statement
Your Warranty Rights And Obligations
For Briggs & Stratton Engine Models with "B" or "G" Trim Designation
(Model-Type-Trim Representation xxxxxx xxx Bx or xxxxxx xxx Gx)

January 2014

The California Air Resources Board, U.S. EPA, and Briggs & Stratton (B&S) are pleased to explain the emissions control system warranty on your Model Year 2014-2015 engine. In California, new small off-road engines and large spark ignited engines less than or equal to 1.0 liter must be designed, built, and equipped to meet the State's stringent anti-smog standards. B&S must warrant the emissions control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine.

Your exhaust emissions control system may include parts such as the carburetor or fuel injection system, ignition system, and catalytic converter. Also included may be hoses, belts, connectors, sensors, and other emissions-related assemblies.

Where a warrantable condition exists, B&S will repair your engine at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage:

Small off-road engines and large spark ignited engines less than or equal to 1.0 liter, are warranted for two years*. If any emissions-related part on your B&S engine is defective, the part will be repaired or replaced by B&S.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

Owner's Warranty Responsibilities:

- As the engine owner, you are responsible for the performance of the required maintenance listed in your Operator's Manual. B&S recommends that you retain all receipts covering maintenance on your engine, but B&S cannot deny warranty solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should however be aware that B&S may deny you warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.
- You are responsible for presenting your engine to a B&S distribution center, servicing dealer, or other equivalent entity, as applicable, as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty rights and responsibilities, you should contact B&S at 1-800-444-7774 (in USA) or BRIGGSandSTRATTON.COM.

Briggs & Stratton Emissions Control Warranty Provisions

The following are specific provisions relative to your Emissions Control Warranty Coverage. It is in addition to the B&S engine warranty for non-regulated engines found in the Operator's Manual.

1. Warranted Emissions Parts

Coverage under this warranty extends only to the parts listed below (the emissions control systems parts) to the extent these parts were present on the B&S engine.

- Fuel Metering System**
 - Cold start enrichment system (soft choke)
 - Carburetor and internal parts
 - Fuel pump
- Air Induction System**
 - Air cleaner
 - Intake manifold
- Ignition System**
 - Spark plug(s)
 - Magneto ignition system
- Catalyst System**
 - Catalytic converter
 - Exhaust manifold
 - Air injection system or pulse valve
- Miscellaneous Items Used in Above Systems**
 - Vacuum, temperature, position, time sensitive valves and switches
 - Connectors and assemblies

2. Length of Coverage

For a period of two years from date of original purchase*, B&S warrants to the original purchaser and each subsequent purchaser that the engine is designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board; that it is free from defects in material and workmanship that could cause the failure of a warranted part; and that it is identical in all material respects to the engine described in the manufacturer's application for certification. The warranty period begins on the date the engine is originally purchased.

* Two years or for the time period listed in the respective engine or product warranty statement, whichever is greater.

The warranty on emissions-related parts is as follows:

- Any warranted part that is not scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled only for regular inspection in the Operator's Manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- Any warranted part that is scheduled for replacement as required maintenance in the Operator's Manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by B&S at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the owner will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

3. Consequential Coverage

Coverage shall extend to the failure of any engine components caused by the failure of any warranted emissions parts.

4. Claims and Coverage Exclusions

Warranty claims shall be filed according to the provisions of the B&S engine warranty policy. Warranty coverage does not apply to failures of emissions parts that are not original equipment B&S parts or to parts that fail due to abuse, neglect, or improper maintenance as set forth in the B&S engine warranty policy. B&S is not liable for warranty coverage of failures of emissions parts caused by the use of add-on or modified parts.

Look For Relevant Emissions Durability Period and Air Index Information On Your Small Off-Road Engine Emissions Label

Engines that are certified to meet the California Air Resources Board (CARB) small off-road Emissions Standard must display information regarding the Emissions Durability Period and the Air Index. Briggs & Stratton makes this information available to the consumer on our emissions labels. The engine emissions label will indicate certification information.

The **Emissions Durability Period** describes the number of hours of actual running time for which the engine is certified to be emissions compliant, assuming proper maintenance in accordance with the Operator's Manual. The following categories are used:

Moderate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 50 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time.

Intermediate:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 125 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 250 hours of actual engine running time.

Extended:

Engines at or less than 80 cc displacement are certified to be emissions compliant for 300 hours of actual engine running time. Engines greater than 80 cc displacement are certified to be emissions compliant for 500 hours of actual engine running time.

For example, a typical walk-behind lawn mower is used 20 to 25 hours per year. Therefore, the **Emissions Durability Period** of an engine with an **intermediate** rating would equate to 10 to 12 years.

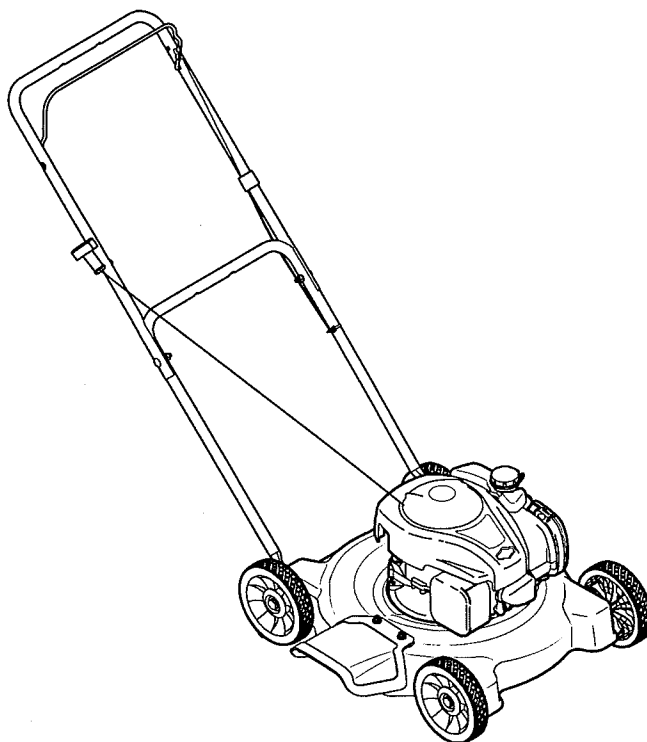
Briggs & Stratton engines are certified to meet the United States Environmental Protection Agency (USEPA) Phase 2 or Phase 3 emissions standards. The Emissions Compliance Period referred to on the Emissions Compliance label indicates the number of operating hours for which the engine has been shown to meet Federal emissions requirements.

For engines at or less than 80 cc displacement:
 Category C = 50 hours, Category B = 125 hours, Category A = 300 hours

For engines greater than 80 cc displacement and less than 225 cc displacement:
 Category C = 125 hours, Category B = 250 hours, Category A = 500 hours

For engines of 225 cc or more displacement:
 Category C = 250 hours, Category B = 500 hours, Category A = 1000 hours

OPERATOR'S MANUAL



Push Mower — Model Series 020

⚠ WARNING

**READ AND FOLLOW ALL SAFETY RULES AND INSTRUCTIONS IN THIS MANUAL
BEFORE ATTEMPTING TO OPERATE THIS MACHINE.
FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN PERSONAL INJURY.**

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019

Thank You

Thank you for purchasing a Lawn Mower manufactured by MTD. It was carefully engineered to provide excellent performance when properly operated and maintained.

Please read this entire manual prior to operating the equipment. It instructs you how to safely and easily set up, operate and maintain your machine. Please be sure that you, and any other persons who will operate the machine, carefully follow the recommended safety practices at all times. Failure to do so could result in personal injury or property damage.

All information in this manual is relative to the most recent product information available at the time of printing. Review this manual frequently to familiarize yourself with the machine, its features and operation. Please be aware that this Operator's Manual may cover a range of product specifications for various models. Characteristics and features discussed and/or illustrated in this manual may not be applicable to all models. We reserve

the right to change product specifications, designs and equipment without notice and without incurring obligation.

If you have any problems or questions concerning the machine, phone your local authorized MTD service dealer or contact us directly. MTD's Customer Support telephone numbers, website address and mailing address can be found on this page. We want to ensure your complete satisfaction at all times.

Throughout this manual, all references to *right* and *left* side of the machine are observed from the operating position

The engine manufacturer is responsible for all engine-related issues with regards to performance, power-rating, specifications, warranty and service. Please refer to the engine manufacturer's Owner's/Operator's Manual, packed separately with your machine, for more information.

Table of Contents

Safe Operation Practices	3	Troubleshooting	18
Assembly & Set-Up	9	Replacement Parts	19
Controls & Features.....	14	Attachments & Accessories	20
Operation.....	15	Warranty.....	22
Maintenance & Adjustment	16	Spanish.....	23
Service	17		

Record Product Information

Before setting up and operating your new equipment, please locate the model plate on the equipment and record the information in the provided area to the right. You can locate the model plate by standing at the operator's position and looking down at the rear of the deck. This information will be necessary, should you seek technical support via our web site, Customer Support Department, or with a local authorized service dealer.

MODEL NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

SERIAL NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

Customer Support

Please do NOT return the machine to the retailer or dealer without first contacting the Customer Support Department.

If you have difficulty assembling this product or have any questions regarding the controls, operation, or maintenance of this machine, you can seek help from the experts. Choose from the options below:

- ◇ Visit us on the web at www.mtdproducts.com



See How-to Maintenance and Parts Installation Videos at www.mtdparts.com/KnowledgeCenter

- ◇ Call a Customer Support Representative at (800) 800-7310 or (330) 220-4683
- ◇ Write to MTD LLC • P.O. Box 361131 • Cleveland, OH • 44136-0019

Notice Regarding Emissions

Engines which are certified to comply with California and federal EPA emission regulations for SORE (Small Off Road Equipment) are certified to operate on regular unleaded gasoline, and may include the following emission control systems: Engine Modification (EM), Oxidizing Catalyst (OC), Secondary Air Injection (SAI) and Three Way Catalyst (TWC) if so equipped.

Spark Arrestor



WARNING: This machine is equipped with an internal combustion engine and should not be used on or near any unimproved forest-covered, brush covered or grass-covered land unless the engine's exhaust system is equipped with a spark arrestor meeting applicable local or state laws (if any).

If a spark arrestor is used, it should be maintained in effective working order by the operator. In the State of California the above is required by law (Section 4442 of the California Public Resources Code). Other states may have similar laws. Federal laws apply on federal lands.

A spark arrestor for the muffler is available through your nearest engine authorized service dealer or contact the service department, P.O. Box 361131 Cleveland, Ohio 44136-0019.

MANUFACTURER'S LIMITED WARRANTY FOR



The limited warranty set forth below is given by MTD LLC with respect to new merchandise purchased and used in the United States and/or its territories and possessions, and by MTD Products Limited with respect to new merchandise purchased and used in Canada and/or its territories and possessions (either entity respectively, "MTD").

This warranty is in addition to any applicable emissions warranty provided with your product.

"MTD" warrants this product (excluding its *Normal Wear Parts* and *Attachments* as described below) against defects in material and workmanship for a period of one (1) year commencing on the date of original purchase and will, at its option, repair or replace, free of charge, any part found to be defective in materials or workmanship. This limited warranty shall only apply if this product has been operated and maintained in accordance with the Operator's Manual furnished with the product, and has not been subject to misuse, abuse, commercial use, neglect, accident, improper maintenance, alteration, vandalism, theft, fire, water, or damage because of other peril or natural disaster. Damage resulting from the installation or use of any part, accessory or attachment not approved by MTD for use with the product(s) covered by this manual will void your warranty as to any resulting damage.

Normal Wear Parts are warranted to be free from defects in material and workmanship for a period of thirty (30) days from the date of purchase. Normal wear parts include, but are not limited to items such as: batteries, belts, blades, blade adapters, tines, grass bags, wheels, rider deck wheels, seats, snow thrower skid shoes, friction wheels, shave plates, auger spiral rubber and tires.

Attachments — MTD warrants attachments for this product against defects in material and workmanship for a period of one (1) year, commencing on the date of the attachment's original purchase or lease. Attachments include, but are not limited to items such as: grass collectors and mulch kits.

HOW TO OBTAIN SERVICE: Warranty service is available, WITH PROOF OF PURCHASE, through your local authorized service dealer. To locate the dealer in your area:

In the U.S.A.

Check your Yellow Pages, or contact MTD LLC at P.O. Box 361131, Cleveland, Ohio 44136-0019, or call 1-800-800-7310, 1-330-220-4683 or log on to our Web site at www.mtdproducts.com.

In Canada

Contact MTD Products Limited, Kitchener, ON N2G 4J1, or call 1-800-668-1238 or log on to our Web site at www.mtdcanada.com.

This limited warranty does **not** provide coverage in the following cases:

- a. The engine or component parts thereof. These items may carry a separate manufacturer's warranty. Refer to applicable manufacturer's warranty for terms and conditions.

- b. Log splitter pumps, valves, and cylinders have a separate one-year warranty.
- c. Routine maintenance items such as lubricants, filters, blade sharpening, tune-ups, brake adjustments, clutch adjustments, deck adjustments, and normal deterioration of the exterior finish due to use or exposure.
- d. Service completed by someone other than an authorized service dealer.
- e. MTD does not extend any warranty for products sold or exported outside of the United States and/or Canada, and their respective possessions and territories, except those sold through MTD's authorized channels of export distribution.
- f. Replacement parts that are not genuine MTD parts.
- g. Transportation charges and service calls.
- h. MTD does not warrant this product for commercial use.

No implied warranty, including any implied warranty of merchantability or fitness for a particular purpose, applies after the applicable period of express written warranty above as to the parts as identified. No other express warranty, whether written or oral, except as mentioned above, given by any person or entity, including a dealer or retailer, with respect to any product, shall bind MTD. During the period of the warranty, the exclusive remedy is repair or replacement of the product as set forth above.

The provisions as set forth in this warranty provide the sole and exclusive remedy arising from the sale. MTD shall not be liable for incidental or consequential loss or damage including, without limitation, expenses incurred for substitute or replacement lawn care services or for rental expenses to temporarily replace a warranted product.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

In no event shall recovery of any kind be greater than the amount of the purchase price of the product sold. **Alteration of safety features of the product shall void this warranty.** You assume the risk and liability for loss, damage, or injury to you and your property and/or to others and their property arising out of the misuse or inability to use the product.

This limited warranty shall not extend to anyone other than the original purchaser or to the person for whom it was purchased as a gift.

HOW STATE LAW RELATES TO THIS WARRANTY: This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

IMPORTANT: Owner must present Original Proof of Purchase to obtain warranty coverage.

MTD LLC, P.O. BOX 361131 CLEVELAND, OHIO 44136-0019; Phone: 1-800-800-7310, 1-330-220-4683
MTD Canada Limited - KITCHENER, ON N2G 4J1; Phone 1-800-668-1238